

Notice of Public Meeting

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Navajo County Community College District Governing Board (Board) and to the general public that the Board will hold a regular District Governing Board Meeting open to the public on 21 August 2012 beginning at 10:00 a.m. Additionally, notice is given that the Board will hold a Study Session open to the public beginning at 9:30 a.m. All sessions will be held at the Northland Pioneer College Painted Desert Campus, Tiponi Community Center meeting room, located at 2251 E. Navajo Blvd., Holbrook, Arizona.

One or more Board members may participate in the meeting by telephone if necessary.

The public is invited to check on addenda that may be posted up to 24 hours prior to the meetings. Copies of the meeting agenda may be obtained through the Office of the President, Northland Pioneer College, Painted Desert Campus, 2251 E. Navajo Blvd., Holbrook, AZ, telephone (928) 524-7418 or (800) 266-7845 Ext. 7418, at least 24 hours in advance of the meeting. If any disabled person needs any type of accommodation, please notify Lisa Jayne at the above address or telephone number at least 24 hours prior to the scheduled time.

The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District's attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3). Should the District's attorney not be present in person, notice is further given that the attorney may appear by speakerphone.

I, Lisa Jayne, certify that this notice of public meeting, prepared pursuant to A.R.S. § 38-431.02, was posted on the 20th day of August 2012, at 9:30 a.m.

Lisa Jayne, Recording Secretary to the Board

NOTICE DISTRIBUTION

1. WHITE MOUNTAIN INDEPENDENT NEWSPAPER
2. TRIBUNE-NEWS & SNOWFLAKE HERALD NEWSPAPERS
3. NAVAJO TIMES
4. NAVAJO-HOPI OBSERVER
5. KINO RADIO
6. KNNB RADIO
7. KONOPNICKI COMMUNICATIONS [KQAZ/KTHQ/KNKI RADIO]
8. KRVS RADIO
9. KTNN RADIO
10. KUYI RADIO
11. KWKM RADIO
12. WHITE MOUNTAIN RADIO
13. NPC WEB SITE
14. NPC ADMINISTRATORS AND STAFF
15. NPC FACULTY ASSOCIATION PRESIDENT
16. NPC CLASSIFIED AND ADMINISTRATIVE SUPPORT ORGANIZATION PRESIDENT
17. NPC STUDENT GOVERNMENT ASSOCIATION PRESIDENT

Governing Board Study Session Agenda

Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Date: August 21, 2012

Time: 9:30 a.m. (MST)

<u>Item</u>	<u>Description</u>	<u>Resource</u>
	White Mountain Apache Tribe Miner Flat Dam Project	
	Presentation	(Information) President Swarthout
	Joe Waters attending	

The District Governing Board may consider any item on this agenda in any order and at any time during the meeting.
The District Governing Board may take action to approve, or may take other action, regarding all items
of New Business, Old Business, Standing Business, or the President's Report.



Northland Pioneer College

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Governing Board Meeting Agenda

Painted Desert Campus, Tiponi Community Center
2251 East Navajo Boulevard, Holbrook, Arizona

Date: August 21, 2012

Time: 10:00 a.m. (MST)

<u>Item</u>	<u>Description</u>	<u>Resource</u>
1.	Call to Order and Pledge of Allegiance.....	Chairman Jeffers
2.	Adoption of the Agenda (T1)..... (Action)	Chairman Jeffers
3.	Call for Public Comment..... Individuals may address the Board on any relevant issue for up to 5 minutes. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.	Chairman Jeffers
4.	Reports:	
	A. Financial Position (T2).....	Vice President Hatch
	B. CASO.....	Ina Sommers
	C. NPC Faculty Association.....	Kenny Keith
	D. NPC Student Government Association.....	Melissa Luatua
	E. NPC Foundation.....	Lance Chugg
5.	Consent Agenda..... (Action)	Chairman Jeffers
	A. June 19, 2012 Regular Meeting Board Minutes (T3)	
	B. Dual Enrollment IGAs with Winslow USD #1; Holbrook USD #3; Window Rock USD #8; Chinle USD #24; Joseph City USD #2; Show Low USD #10 (T4)	
6.	Old Business: None	
7.	New Business:	
	A. Request to Approve Transit Agreement (T6)..... (Action)	Vice President Hatch
	B. Request to Approve Apache County IGA (T7)..... (Action)	Vice President Hatch
	C. Request to Approve City of Show Low Drainage Easement (T8)..... (Action)	Vice President Hatch
	D. Request to Approve a Change in Terms of Employment, Faculty in Heavy Equipment (T9)..... (Action)	President Swarthout
	E. Executive Session Northeastern Arizona Training Center (NATC) A.R.S. §38-431.03 (A) (3) & A.R.S. §38-431.03 (A) (4) (T10)..... (Action)	Chairman Jeffers
	a. Proposed Revisions to the NATC Bylaws	
	b. Promissory Note from NATC for GADA Loan to Town of Taylor	
	c. Deed of Trust to the Town of Taylor	
8.	Standing Business:	
	A. Strategic Planning and Accreditation Steering Committee Report.....	Director Bishop
	B. Human Resources Update (T11).....	Vice President Hatch
	a. Emeritus Award - Ron Goulet (Action)	Vice President Hatch
	b. Meritorious Award - Joyce Hunt (Action)	Vice President Hatch
9.	President's Report	
	ABOR Policy on Lower Division.....	President Swarthout
	Arizona Community College Long-Term Strategic Vision.....	President Swarthout
10.	Board Report/Summary of Current Events.....	Board Members
11.	Announcement of Next Regular Meeting.....September 18, 2012	Chairman Jeffers
12.	Adjournment..... (Action)	Chairman Jeffers

The District Governing Board may consider any item on this agenda in any order and at any time during the meeting. The District Governing Board may take action to approve, or may take other action, regarding all items of New Business, Old Business, Standing Business, or the President's Report. The Board may vote to hold an executive session for the purpose of obtaining legal advice from the District's attorney on any matter listed on the agenda pursuant to A.R.S. §38-431.03 (A)(3).
Should the District's attorney not be present in person, notice is further given that the attorney may appear by speakerphone.



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NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
 Statement of Financial Position
 For the period

July 1, 2011 to May 31, 2012

Budget Period Expired

92%

Tax Supported Funds

	General Unrestricted				Unrestricted Plant			
	Budget	Current Month Actual	Y-T-D Actual	%	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES								
Primary Tax Levy	12,710,760	2,315,685	12,621,882	99%				
State Aid:								
Maintenance and Operations	1,720,000		1,730,100	101%	0	0	0	
Capital	6,452,000		6,451,700	100%				
Equalization	600,000		1,100,938	183%				
Out of County Reimbursement	4,200,000	155,501	3,722,899	89%				
Tuition and Fees	125,000	6,749	127,896	102%				
Investment earnings	750,000	17,911	862,242	115%				
Grants and Contracts	100,000	14,611	193,076	193%				
Other Miscellaneous Transfers:	(4,550,000)	(558,323)	(3,890,908)	86%	3,800,000	545,975	3,601,755	95%
TOTAL REVENUES	\$22,107,760	\$1,952,134	\$22,919,825	104%	\$3,800,000	\$545,975	\$3,601,755	95%
EXPENDITURES								
Salaries and Wages	14,985,000	1,269,565	12,751,429	85%				
Operating Expenditures	5,020,000	463,833	3,973,674	79%				
Capital Expenditures	165,000	7,416	131,402	80%	4,400,000	931,970	3,601,755	82%
TOTAL EXPENDITURES	\$20,170,000	\$1,740,814	\$16,856,505	84%	\$4,400,000	\$931,970	\$3,601,755	82%

Restricted, Auxiliary and Agency Funds

	Restricted				Auxiliary				Agency			
	Budget	Current Month Actual	Y-T-D Actual	%	Budget	Current Month Actual	Y-T-D Actual	%	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES												
Grants and Contracts	4,800,000	169,146	5,591,211	116%								
Sales and Services					150,000	6,053	76,034	51%	0	1,424	8,544	
Bookstore					225,000	35,701	194,503	86%				
Other												
Investment Earnings												
Donations												
Board Designated Donation Transfers:	600,000		178,905	30%	150,000	12,348	110,248	73%				
TOTAL REVENUES	\$5,400,000	\$169,146	\$5,770,116	107%	\$525,000	\$54,102	\$380,785	73%	\$0	\$1,424	\$8,544	
EXPENDITURES												
Salaries and Wages	899,442	78,626	755,005	84%	327,212	20,634	214,693	66%	0	955	4,669	
Operating Expenditures	4,050,558	194,563	4,332,478	107%	197,788	33,468	166,092	84%				
Capital Expenditures	450,000	50,160	180,914	40%								
TOTAL EXPENDITURES	\$5,400,000	\$323,349	\$5,268,397	98%	\$525,000	\$54,102	\$380,785	73%	\$0	\$955	\$4,669	

Cash flows from all activities (YTD)	32,681,025
Cash used for all activities (YTD)	26,112,111
Net Cash for all activities (YTD)	\$ 6,568,914

NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
 Statement of Financial Position
 For the period

July 1, 2011 to June 30, 2012

Budget Period Expired

100%

Tax Supported Funds

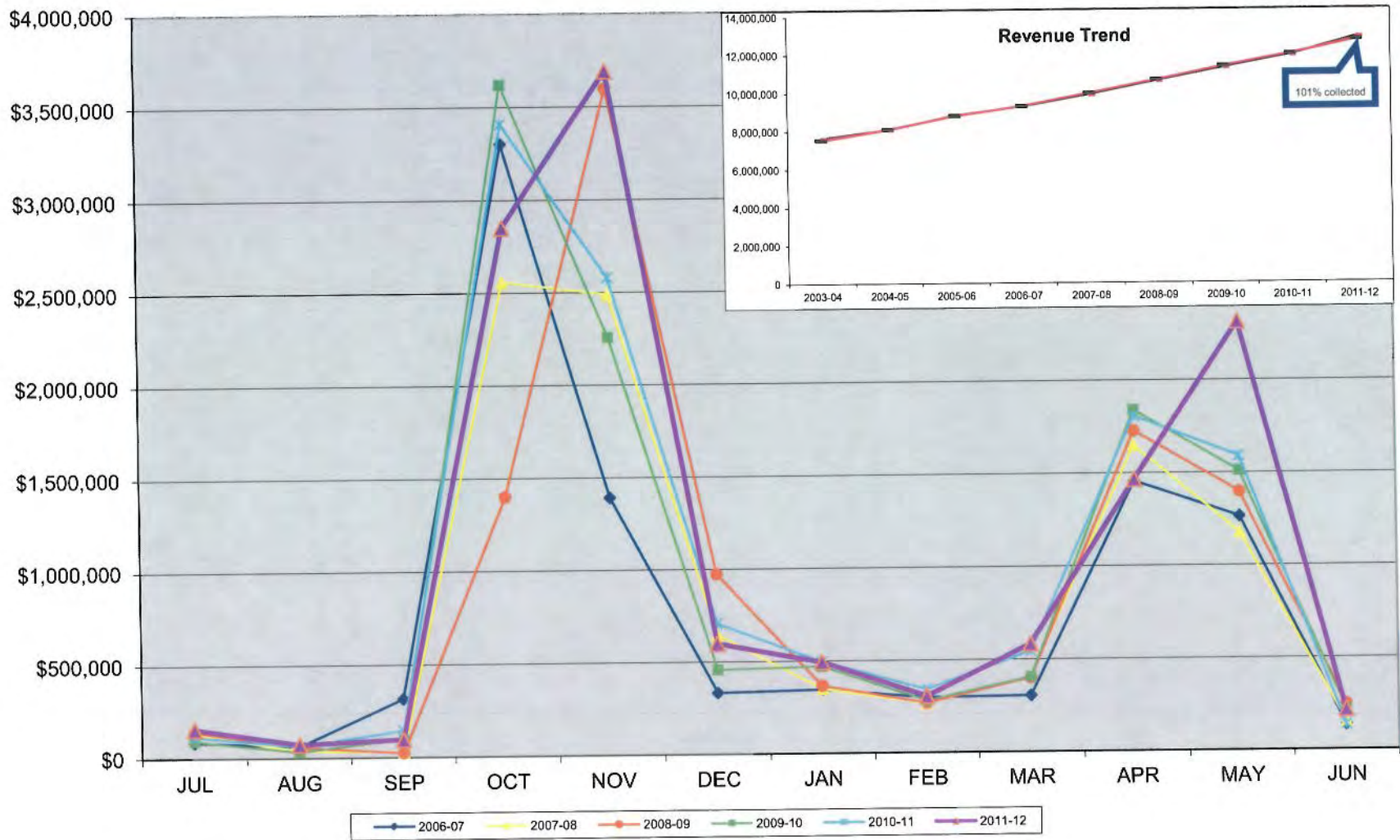
	General Unrestricted				Unrestricted Plant			
	Budget	Current Month Actual	Y-T-D Actual	%	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES								
Primary Tax Levy	12,710,760	214,901	12,850,576	101%				
State Aid:								
Maintenance and Operations	1,720,000		1,730,100	101%				
Capital	6,452,000		6,451,700	100%	0	0	0	
Equalization	600,000		1,100,938	183%				
Out of County Reimbursement	4,200,000	114,949	3,837,848	91%				
Tuition and Fees	125,000	16,270	144,166	115%				
Investment earnings	750,000	5,920	868,162	116%				
Grants and Contracts	100,000		22,566	23%				
Other Miscellaneous	(4,550,000)	(224,570)	(4,115,478)	90%	3,800,000	198,245	3,800,000	100%
Transfers:								
TOTAL REVENUES	\$22,107,760	\$127,470	\$22,890,578	104%	\$3,800,000	\$198,245	\$3,800,000	100%
			13,097					
EXPENDITURES								
Salaries and Wages	14,985,000	1,616,433	14,367,862	96%				
Operating Expenditures	5,020,000	790,023	4,776,794	95%				
Capital Expenditures	165,000	18,010	149,412	91%	4,400,000	707,342	4,309,097	98%
TOTAL EXPENDITURES	\$20,170,000	\$2,424,466	\$19,294,068	96%	\$4,400,000	\$707,342	\$4,309,097	98%

Restricted, Auxiliary and Agency Funds

	Restricted				Auxiliary				Agency			
	Budget	Current Month Actual	Y-T-D Actual	%	Budget	Current Month Actual	Y-T-D Actual	%	Budget	Current Month Actual	Y-T-D Actual	%
REVENUES												
Grants and Contracts	4,800,000	329,505	5,920,716	123%								
Sales and Services					150,000	(5,542)	70,492	47%	0	307	8,937	
Bookstore					225,000	11,327	205,830	91%				
Other												
Investment Earnings												
Donations												
Board Designated Donation	600,000		178,905	30%	150,000	26,325	136,573	91%				
Transfers:												
TOTAL REVENUES	\$5,400,000	\$329,505	\$6,099,621	113%	\$525,000	\$32,110	\$412,895	79%	\$0	\$307	\$8,937	
EXPENDITURES												
Salaries and Wages	899,442	75,508	830,513	92%	327,212	26,712	241,405	74%	0	964	5,633	
Operating Expenditures	4,050,558	237,286	4,569,764	113%	197,788	5,398	171,490	87%				
Capital Expenditures	450,000	8,563	189,497	42%								
TOTAL EXPENDITURES	\$5,400,000	\$321,377	\$5,589,774	104%	\$525,000	\$32,110	\$412,895	79%	\$0	\$964	\$5,633	

Cash flows from all activities (YTD)	33,212,031
Cash used for all activities (YTD)	29,611,467
Net Cash for all activities (YTD)	\$ 3,600,564

Monthly Primary Property Tax Receipts



Navajo County Community College District Governing Board Meeting Minutes

June 19, 2012 – 10:00 a.m.

2251 East Navajo Boulevard, Holbrook, Arizona, 86025

Governing Board Member Present: Bill Jeffers, Ginny Handorf and Daniel Peaches.

Staff Present: President, Jeanne Swarthout; Vice President, Blaine Hatch; Vice President, Mark Vest; Information Services Director, Eric Bishop; Institutional Effectiveness Director, Dr. Leslie Wasson; Recording Secretary to the Board, Kristin Thomas.

Others Present: Ann Hess, Everett Robinson, Peggy Belknap, Eric Henderson, Ina Sommers, Maderia Ellison, Linda Kor, Kristen Williams, Jake Hinton, Beulah Bob-Pennypacker, Danielle Gasco, Melissa Luatua, Carol E. Stewart and Matt Weber.

Agenda Item 1: Call to Order and Pledge of Allegiance

Chairman Jeffers called the meeting to order at 10:02 a.m. Mr. Peaches led the Pledge of Allegiance.

Agenda Item 2: Adoption of Agenda

Mr. Peaches moved to adopt the agenda as presented. Ms. Handorf seconded the motion. *The vote was unanimous in the affirmative.*

Agenda Item 3: Call for Public Comment

None.

Agenda Item 4: Reports

4.A. – Financial Position – Vice President Hatch

Mr. Hatch reported that through April 83% of the budget period has expired. Mr. Hatch reported primary property tax receipts are 81% collected which is lower than April 2011 at 84%. Mr. Hatch stated his expectation is that May revenues will be increased by approximately 2 million dollars. Mr. Hatch reported the fourth quarter of state aid has been collected. Mr. Hatch reported tuition and fees are on target at 85% collected. Investment earnings are unexpectedly ahead of target at 97%. Mr. Hatch stated total revenues are on target at 95%, and no additional state aid or out-of county reimbursement will be received. Mr. Hatch reported the general unrestricted fund is at 75%. Mr. Hatch reported the capital expenditures in the unrestricted plant fund are at 61%; as of today Mr. Hatch projected the total amount expended is 80% and will be in the 95% by fiscal year end.

April was a positive cash flow month. Mr. Hatch reported the restricted fund is in excess at 113% as a result of unanticipated Pell funding; total expenditures are 92%. Mr. Hatch reported auxiliary fund revenues and expenditures are at 62%. Mr. Hatch noted, as a reminder, the transfer from the general fund is at 62%. Mr. Hatch projected ending near the 75% for current fiscal year. Mr. Hatch reported that net cash for all activities year to date is approximately \$6.9 million which will decline in the next two months. In the event all property taxes are not received, Mr. Hatch stated the tax requirement does not diminish but instead it rolls over and required tax funds are eventually collected.

4.B. – NPC CASO – Ina Sommers

CASO President Ina Sommers provided a recap of CASO by-laws: 1.) Foster collegial relationships, 2.) Provide professional development opportunities, 3.) Publish accomplishments of staff and recently extended to entire college, 4.) Community Service, 5.) NPC Student Scholarships, Ms. Sommers reported CASO delegates do not meet during the summer months. Ms. Sommers reported that the CASO silent auction is scheduled for the fall convocation to raise money for an emergency fund to benefit students at risk. The CASO retreat is in October 2012.



4.C. – NPC Student Government Association- Melissa Luatua

Ms. Luatua reported Student Government's departure date is June 29th for the trip to Costa Rica. All of the participants are looking forward to this experience abroad and upon return the students plan to share how it has enriched their life. The annual basketball tournament is slated for September 22 and 23 in the Holbrook High School gym.

4.D. – NPC Foundation- Lance Chugg

No Report

Agenda Item 5: Consent Agenda

Chairman Jeffers requested Item G be removed from the consent agenda. Mr. Peaches moved to approve the Consent Agenda with the removal of Item G. Ms. Handorf seconded the motion. ***The vote was unanimous in the affirmative.***

Chairman Jeffers requested President Swarthout explain Item G. President Swarthout stated that the first Northeastern Arizona Law Enforcement Training Academy Intergovernmental Agreement was approved during the DGB meeting in May 2012. Dr. Swarthout reported the remaining entities who plan to participate in the Law Enforcement Training Academy are listed in the current consent agenda; all entities follow the same template. Director of Public Safety, Stuart Bishop, has reviewed each Intergovernmental Agreement with respective entity. Ms. Handorf moved to approve the Consent Agenda, as presented. Mr. Peaches seconded the motion. ***The vote was unanimous in the affirmative.***

Consent Agenda (Action):

- A. May 15, 2012 Study Session Minutes
- B. May 15, 2012 Truth in Taxation Public Hearing Minutes
- C. May 15, 2012 Proposed 2012-2013 Budget Public Hearing Minutes
- D. May 15, 2012 Special Meeting Minutes
- E. May 15, 2012 Regular Meeting Minutes
- F. May 15, 2012 Executive Session Minutes
- G. 2012-2013 Northeastern Arizona Law Enforcement Training Academy Intergovernmental Agreements between the Navajo County Community College District and Navajo County, Apache County, St. Johns, Springerville, Eager, Winslow, Holbrook, Snowflake/Taylor, Pinetop/Lakeside
- H. 2012-2013 Dual Enrollment Intergovernmental Agreements between the Navajo Community College District and Round Valley USD. No. 10, St. Johns USD No. 1, Heber-Overgaard USD No. 6, Snowflake USD No. 5., Sanders USD No. 18, Whiteriver USD No. 20

Agenda Item 6: Old Business

None.

Agenda Item 7: New Business

7.A. – Resolution Calling for Election of District Governing Board Members – Chairman Jeffers

Chairman Jeffers read aloud the Resolution calling for Election of District Governing Board positions for District #2, expiring on November 6, 2012; District #3, expiring on December 31, 2012. Mr. Peaches moved to approve the Resolution calling for Election of District Governing Board Members. Ms. Handorf seconded the motion. ***The vote was unanimous in the affirmative.***

7.B. – Request Approval to Continue Contracting with Corder Community Services – Vice President Hatch

Mr. Hatch stated the staff recommendation to approve and continue contracting with Corder Community Services for security at a total annual cost not to exceed \$75,000 which represents 8 months of service. Mr. Hatch reported the



uniformed security presence occurs when Fall and Spring classes are in session during the hours of 5:30-10:30 pm Monday through Thursday. Additionally, security services are provided during evening Performing Arts Center events on the Silver Creek Campus. Students, faculty, staff and community members give positive reports on the unarmed uniformed security presence.

Mr. Hatch stated the cost of security services is approximately \$2,000 per month at each campus. Late night surveillance at the WMC costs an additional \$600 per month. Either portion of the contract can be canceled at any time. Chairman Jeffers asked if there is another security provider located in the area to compare services with. Mr. Hatch responded no, not of this caliber, not in the area. Mr. Hatch added Corder Security employees are high quality trained professionals who are instructed to contact local law enforcement should there be a need to do so. Mr. Peaches moved to approve the contract as presented. Ms. Handorf seconded the motion. ***The vote was unanimous in the affirmative.***

7.C. - Request to Accept Updated Exhibits to Intergovernmental Agreement with NAVIT- Vice President Hatch

Mr. Hatch requested the acceptance of the existing Intergovernmental Agreement with NAVIT including updates to Exhibit A and Exhibit C. Mr. Hatch reported Exhibit A details estimated expenditures for the current year and Exhibit C lists the courses offered. Mr. Hatch stated the agreement is effective July 1, 2010- June 30, 2015. Mr. Hatch reiterated all operational costs remain equally divided as stated in existing agreement. NAVIT Superintendent Weber added Exhibit B and Exhibit D do not apply to this area which is why they are not included in the annual review and update. Ms. Handorf moved to approve the request as presented. Mr. Peaches seconded the motion. ***The vote was unanimous in the affirmative.***

7.D. – Request Approval of Grant Renewal for Navajo Nation Regional Partnership Council of First Things First - Vice President Vest

Mr. Vest reviewed the grant renewal for Navajo Nation Regional Partnership Council of First Things First (FTF). Mr. Vest reported this is the third year of the First Things First grant. The award period for the contract is July 1, 2012-June 30, 2013. Mr. Vest stated the total award amount is \$296,874 which is an increase from the \$160,458 awarded in year two of the grant. Mr. Vest noted that Claude Endfield, Chair of Early Childhood Development, will continue to direct grant activities. The goal of the contract is to prepare childcare workers to obtain the Child Development Associate (CDA) credentials. Mr. Vest reported student interest and regional partnership council is pleased with grant program outcome. Mr. Vest added the FTF grant has assisted 55 Navajo Nation student participants in this program. Mr. Peaches moved to approve the request as presented. Ms. Handorf seconded the motion. ***The vote was unanimous in the affirmative.***

7.E. – Request to Adopt the 2012-15 Strategic Plan- Director Bishop

Mr. Bishop, Strategic Planning Accreditation Steering Committee Chair, stated the college's strategic plan is revised annually. Mr. Bishop noted in May 2012 the staff presented a summary of accomplishments for the Strategic Plan year 2011-2012 and revised 2012-2015 Strategic Plan as a first read. Mr. Bishop noted no changes have been requested with the exception of a Key to Abbreviations. Mr. Bishop highlighted the consistency of priority one across all six pillars focusing on student success as well as substantive changes to most pillars. Ms. Handorf moved to adopt the Northland Pioneer College Strategic Plan 2012-2015 as presented. Mr. Peaches seconded the motion. ***The vote was unanimous in the affirmative.***

7.F. - Quarterly Information Services Report – Director Bishop

Mr. Bishop highlighted the major Information Services (IS) Initiatives. Mr. Bishop reported the year-long Jenzabar Remediation Project is making significant progress towards improving college systems to better suit internal needs. Mr. Bishop noted IS has been documenting and diagramming current business processes in place to explain what positive changes have been made to promote a better student experience. Mr. Bishop reported the second major highlight is the NPC and Navajo County resource sharing IGA, established January 2011, has been implemented.



NPC is receiving benefit by adding network redundancy as a result of shared County facilities. Mr. Bishop noted network redundancy is outlined in project EAGLE. Mr. Bishop reported the benefit to Navajo County is facility use in Show Low, Snowflake, Winslow and Dry Lake to support County community services. Mr. Bishop reported the third significant highlight is to network upgrades which resulted in improvements to wireless internet coverage, network configuration issues, conducted network audit, replaced equipment as well as installation of generators at remote sites; all of which support Project EAGLE. Mr. Bishop reported two new Information Services positions are posted: Database Administrator and Lead Systems Analyst. Mr. Bishop noted in excess of 60 either active or scheduled upcoming projects. Mr. Bishop added a major upcoming goal is Information Technology Governance to develop a framework on managing services and risk management investment.

7.G. – NPC Spring 2012 Alumni Award- Ann Hess and Carol Stewart

Ann Hess, NPC Marketing Director recognized Justin Tafoya, a Spring 2008 graduate of Northland Pioneer College's nursing program who is now giving back to his community and nation as a Commissioned Health Corps Officer stationed at the Indian Health Services Hospital in Whiteriver. Ms. Hess reviewed a lengthy list of Mr. Tafoya's outstanding health service accomplishments and community enrichment achievements. Mr. Tafoya expressed that he is greatly honored to be named the NPC Spring Alumni for serving his community through his education and life experiences, especially in respect to his family history.

7.H. – NPC Student Orientation- Dean Hinton

Mr. Hinton reported recent student satisfaction surveys show that students remain highly unaware of the variety of student success options currently provided to NPC students. Mr. Hinton stated Fall 2012 marks a turning point for NPC students. Student services has taken critical steps to promote student success; to lay a strong foundation of understanding and available resources to develop and apply lifelong learning skills. Mr. Hinton stated Student Orientation Advisement and Registration (SOAR) is mandatory for new students and current students with less than 12 credit hours. SOAR sessions will begin Summer 2012 and every Fall and Spring semester to follow. Mr. Hinton reported there are 45 sessions offered at all campuses and centers. The orientation is a non-credit session and provided at no cost to the student. SOAR sessions are 2.5 hours ending with a campus tour and an opportunity to meet with an NPC Adviser. SOAR is mandatory because if optional it may limit the individual students rate to succeed.

Mr. Hinton reviewed a brief list of areas covered in SOAR. Prior to SOAR sessions “Train the Trainer” is a required half-day session to teach all 19 facilitators including faculty, staff, and advisers college wide the most consistent approach to college processes and student services. Mr. Hinton added an ongoing assessment of SOAR will be documented and shared as this critical new program is ongoing. The purpose of SOAR is build a foundation for student success to lead to student retention. Mr. Hinton referenced the SOAR guidebook with a wealth of resources for student success, for example defining the difference between high school and college life. Mr. Hinton noted there is ample opportunity for students to register and participate in SOAR.

Agenda Item 8: Standing Business

8.A. – Strategic Planning and Accreditation Steering Committee (SPASC) Report – Director Bishop

No Report.

8.B. – Human Resources Update – Vice President Hatch

Mr. Hatch reported 4 positions have been filled. Mr. Hatch noted 3 positions have completed process and have offers pending . Mr. Hatch stated interviews have been scheduled for approximately one-third of remaining open positions therefore leaving 5 positions moving towards interview.

8C. Request to Approve Program Deletion: CP in Computer Information Services (CIS) Effective Fall 2013- Vice President Vest

Mr. Vest reported the requested program for deletion is dormant since the grant funding has ended. Mr. Vest stated this program did not ever flourish at any community college where it was available. These courses are not currently

offered in catalog. The program grant was offered by Arizona Commerce Authority and IBM. Mr. Bishop, having taught the classes, stated the prerequisite with a programmer background made it difficult to enroll students. Mr. Bishop stated NAVIT students did take an interest in CIS and some completed it, however, the program would be difficult to sustain over time. Mr. Bishop noted NPC had more students complete the program than Maricopa Community College. Ms. Handorf moved to approve the request as presented. Mr. Peaches seconded the motion. ***The vote was unanimous in the affirmative.***

Agenda Item 9: Board Report/Summary of Current Event

Ms. Handorf announced she has been elected to serve as the President of the Arizona Association of District Governing Boards.

Mr. Peaches shared that while in Kayenta he attended a fascinating informational session on the technique of the Navajo Codetalker.

Agenda Item 10: Announcement of Next Regular Meeting: Tuesday, August 21, 2012.

Agenda Item 11: Adjournment

The meeting was adjourned upon a motion by Mr. Peaches, a second by Ms. Handorf and a unanimous affirmative vote.

Respectfully submitted,

Kristin Thomas
Recording Secretary to the Board

Bill Jeffers
Chairman

Ginny Handorf
Board Secretary



**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
SHOW LOW UNIFIED SCHOOL DISTRICT NO. 10**

This Intergovernmental Agreement (“Agreement”) is entered into this 14th day of June, 2012 between Navajo County Community College District, (“College”), and Show Low Unified School District No. 10 (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(G), § 15-1444(B)(4), and § 15-1821.01. Grant schools are authorized to participate in this Agreement under the Tribally Controlled Schools Act, 25 U.S.C. § 2501 *et seq.* This Agreement and its use are mandated under A.R.S. § 15-1821.01(1).

College has determined that it is in the best interests of the citizens of the School District to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

Pursuant to A.R.S. § 15-101(11), a “Dual Enrollment Course” is defined as a college level course that is conducted on the campus of a high school or on the campus of a joint technological education district, and that is:

- A. applicable to an established community college academic degree or certificate program, and transferable to a university under the jurisdiction of the Arizona Board of Regents; or

- B. applicable to a community college occupational degree or certificate program.
- C. Notwithstanding the foregoing, physical education shall not be available as a Dual Enrollment Course.

3. EFFECTIVE DATE AND TERM

This Agreement shall be effective:

- A. After the governing boards of School District and College have approved it; and
- B. On the date that authorized representatives of both Parties have signed it (“Effective Date”).

The term of this Agreement shall be from the Effective Date through June 30, 2013 (“Term”).

4. OBLIGATIONS OF COLLEGE

4.1 General Course Requirements

- A. College will offer Dual Enrollment Courses to School District juniors and seniors, and freshman and sophomore students subject to Paragraph F in this Section 4.1, who meet College’s prerequisites.
- B. Pursuant to A.R.S. § 15-1821.01(3), College will ensure that all Dual Enrollment Courses offered to School District students are:
 - 1. of a quality and depth to qualify for college credit as determined by College;
 - 2. evaluated and approved through the College curriculum approval process;
 - 3. at a higher level than taught by the School District high school;
 - 4. transferable to an Arizona public university or applicable to an established community college occupational degree or certificate program; and
 - 5. compliant with all other standards for College courses.

Dual Enrollment Courses offered pursuant to this Agreement are listed in Exhibit B attached to this Agreement.

- C. Students enrolled in Dual Enrollment Courses shall be admitted to College for college level credit under current procedures for admission of students to College, and in compliance with A.R.S. § 15-1821.01 and A.R.S. § 15-1805.01. A student who is under eighteen (18) years of age may be

granted admission if the student meets the pre-requisites for the Dual Enrollment Course and the student achieves any one of the following:

1. a composite score of ninety-three (93) or more on the preliminary scholastic aptitude test;
2. a composite score of nine hundred thirty (930) or more on the scholastic aptitude test;
3. a composite score of twenty-two (22) or more on the American college test;
4. a passing score on the relevant portions of the Arizona instrument to measure standards test;
5. the completion of a college placement test designated by College that indicates the student is at the appropriate college level for the course; or
6. is a graduate of a private or public high school or has a high school certificate of equivalency.

Home schooled students are exempt from Sections 1-6 of this Paragraph C. Notwithstanding the above, a student who enrolls in a vocational or occupational education course may be admitted on an individual basis with the approval of College if the student meets the established requirements of the course for which the student enrolls and College determine that the student's admission is in the best interest of the student. College retains the right to refuse admission to and remove a student from Dual Enrollment Courses in accordance with College policy.

- D. College has the right to limit the number of semester hours in which a student may enroll in Dual Enrollment Courses to not more than six (6) credit hours per semester.
- E. College shall determine residency status of students for tuition purposes in accordance with A.R.S. § 15-1801 *et seq.*
- F. Pursuant to A.R.S. § 15-1821.01(2)(b) and subject to Section 5.1(E) below, College may waive the class status requirements for up to twenty-five percent (25%) of the students enrolled for Dual Enrollment Courses by College. College shall have written criteria for waiving the requirement for each Dual Enrollment Course which shall include a demonstration, by an examination of the specific purposes and requirements of the course, that freshman and sophomore students who meet the Dual Enrollment Course prerequisites are prepared to benefit from the college level course. College shall report all exceptions and the justification for each exception.
- G. College will provide to School District the instructional information necessary to meet the goals of the courses delivered, including but not limited to College approved textbook titles, syllabi, course outlines and grading standards applicable to the Dual Enrollment Courses.
- H. College will ensure that instructors of Dual Enrollment Courses follow the Dual Enrollment Course guidelines, and that the same standards of expectation and assessment that are applied to other College courses are applied to the Dual Enrollment Courses.
- I. For each student, College will assign an identification number to the student that shall correspond to or reference the Student Accountability Information System (SAIS) number assigned to the student. School District will provide College with the SAIS number for each student as provided in Section 5.1(G).

- J. College will grant College credit for a Dual Enrollment Course when a student satisfactorily completes the course.

4.2. Instructors and Instruction

- A. College will ensure that School District instructors teaching Dual Enrollment Courses have valid College teaching qualifications in the field being taught and are selected and evaluated by College using the same procedure and criteria that are used for instructors at College campus.
- B. If College is providing the instructor for a Dual Enrollment Course, College will provide at College's expense a substitute instructor, as necessary and as agreed upon by School District, to cover the absence of any College instructor teaching a Dual Enrollment Course.

4.3. Assessment and Monitoring

- A. Except for vocational and occupational Dual Enrollment Courses, and if required by College policy, College will assess each student who seeks enrollment in a Dual Enrollment Course through an assessment test prior to, or at the time of, enrollment to determine and assure proper placement in the Dual Enrollment Courses.
- B. College will involve full-time College faculty who teach a particular discipline in the selection, orientation, ongoing professional development and evaluation of School District faculty teaching Dual Enrollment Courses.
- C. College will designate a liaison officer to assist with dual enrollment activities and to meet with the liaison designated by School District as necessary and, at least once within a two-year period, to review Dual Enrollment Course outlines and School District's high school Scope and Sequence, and to review and amend the course outlines as necessary.
- D. College will provide career counseling and advisement for School District students enrolled in Dual Enrollment Courses for the duration of the term of this Agreement.

4.4 Policy and Procedure

- A. College will comply with all applicable procedures and requirements for the Dual Enrollment Courses set out in state statute and College policy.
- B. College will provide School District with College policies and procedures applicable to students enrolling in Dual Enrollment Courses.
- C. College will provide School District access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to Title 34, Part 99, Section 99.31 of the Code of Federal Regulations, the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

4.5 Students with Disabilities

- A. After notification from School District of a student's need, if College is providing the instructor, College will cooperate with School District to ensure the instructor complies with Section 504 of the Rehabilitation Act of 1973, as amended, and the Individuals with Disabilities Education Act. College shall work with School District in determining appropriate accommodations, however, School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations.
- B. College will provide training and guidance to instructors and other personnel in the area of compliance with the Americans with Disabilities Act (ADA) and Rehabilitation Act of 1973, as amended, as the Acts specifically relate to instructing students in a postsecondary education situation.

4.6. Reporting and Tracking

- A. College will provide a report to the Joint Legislative Budget Committee on or before October 1 of each odd-numbered year with such documentation as may be required under A.R.S. § 15-1821.01(6), as from time to time amended, regarding the Dual Enrollment Courses offered in conjunction with School District during the previous fiscal year. School District shall provide College with data required for inclusion in the report not later than September 1 of each year as specified in Section 5.6. School District will also assist College by providing data for any additional reports required by State or other governmental entities in relation to Dual Enrollment Courses.
- B. College will conduct tracking studies of subsequent academic or occupational achievement of students enrolled in Dual Enrollment Courses offered pursuant to this Agreement, and shall provide its report to the Joint Legislative Budget Committee by October 1 of each year, or each odd numbered year as may be required pursuant to A.R.S. § 15-1821.01(6). School District will provide College with data required for inclusion in the tracking study if requested by College.

5. OBLIGATIONS OF SCHOOL DISTRICT

5.1 General Course Requirements

- A. School District will provide an opportunity for School District students who meet criteria pursuant to Paragraph B of this Section 6.1 to enroll in Dual Enrollment Courses and to receive college credit and credit toward high school graduation.
- B. Pursuant to A.R.S. § 15-1821.01(7), School District will ensure that each student who enrolls for a Dual Enrollment Course pursuant to this Agreement is a full-time student, as defined in A.R.S. § 15-901(A)(2)(b), and is currently enrolled in and attending a full-time instructional program, as defined in A.R.S. § 15-901(A)(2)(c), in a school in School District; except that high school seniors who satisfy high school graduation requirements with less than a full-time instructional program shall be exempt from this provision.

- C. If School District is providing the instructor for the Dual Enrollment Course, School District will provide instruction in accordance with the policies, regulations and instructional standards of College in courses designated as Dual Enrollment Courses to students of School District at the School District facility during the day.
- D. School District will verify that each student enrolled in a Dual Enrollment Course, including those not electing to enroll for College credit, satisfies the prerequisites for the Dual Enrollment Course as published in College's catalog and complies with College policies and this Agreement regarding student placement in courses.
- E. The School District Superintendent or designee may allow freshman and sophomore students to enroll in Dual Enrollment Courses subject to Section 4.1(F) above.
- F. School District will adopt and utilize College approved textbooks, course outlines, and grading standards applicable to the Dual Enrollment Courses being taught. School District shall provide textbooks for the students according to School District policies. Each student shall be responsible to purchase other supplies, if any, required for the Dual Enrollment Course. Classroom supplies normally supplied by College are included in tuition charges.
- G. For each student enrolling in a Dual Enrollment Course, School District will enroll the student using the student's SAIS number and provide that number to College.

5.2 Instructors and Instruction

- A. If School District is to provide the instructor, School District will nominate an instructor qualified in the appropriate subject area for each Dual Enrollment Courses and submit each instructor's name and credentials to College for approval.
- B. School District will ensure that instructors teaching Dual Enrollment Courses provide instruction in accordance with policies, regulations and instructional standards of College and comply with College assessments.
- C. If School District is providing the instructor, School District will provide at School District's expense a substitute instructor, as necessary and as agreed upon by College, to cover the absence of a School District instructor who teaches a Dual Enrollment Course. In the case of substitutions exceeding ten (10) consecutive school days, School District shall notify College in writing of the name and credentials of the substitute instructor.

5.3 Assessment and Monitoring

- A. School District will designate a liaison officer to assist with dual enrollment activities and to meet with the College designated liaison as necessary and, at least once within a two-year period, to review Dual Enrollment Course outlines and School District's high school Scope and Sequence to review and amend the course outlines as necessary.
- B. School District will provide counseling and advisement for School District students enrolled in Dual Enrollment Courses for the duration of the term of this Agreement.

5.4 Policy and Procedure

- A. School District will ensure that each student seeking enrollment in a Dual Enrollment Course:
 - 1. has completed the necessary registration forms;
 - 2. has completed College assessment examinations, if required by College;
 - 3. is aware the student is subject to both School District policies and procedures and College policies and procedures;
 - 4. is aware the student is participating in a college level course, even though provided at the School District, and should act appropriately; and
 - 5. is aware of the requirements for determination of resident/nonresident tuition.
- B. School District will ensure that each instructor of Dual Enrollment Courses agrees to be subject to School District policies and procedures and College policies and procedures, including the right of College to withdraw authorization of the instructor's participation in the dual enrollment program for failure to follow College requirements.
- C. School District will provide College access to the educational records of students as necessary to carry out the terms of this Agreement, and limit access to such records to employees who have a legitimate interest and a need to know the substance of the particular record, understanding that students enrolled in the Dual Enrollment Courses will be enrolled in both School District and College. Pursuant to Title 34, Part 99, Section 99.31 of the Code of Federal Regulations, the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), School District and College may disclose educational records of students to each other as "officials of another school system" where the student is enrolled.

5.5 Students with Disabilities

School District will determine the appropriate accommodations for each qualified student with disabilities in accordance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, submit appropriate documentation on students with disabilities to the Disabilities Coordinator at College, and implement accommodations as required by Federal and State law and as negotiated between the College Disability Resource office and School District. School District shall work with College in determining appropriate accommodations. School District shall have the primary financial and administrative responsibility for providing and implementing necessary accommodations.

5.6 Reporting and Tracking

By September 1 of each year, School District will provide to College information required by the Legislature for submission of reports as specified in Section 4.6 above.

5.7 Facilities and Funding

- A. School District will provide classroom/laboratory space in which Dual Enrollment Courses and activities will be conducted. Facilities and ancillary services provided for the delivery of Dual Enrollment Courses shall comply with all applicable provision of the state Fire Marshall Code,

A.R.S. § 41-2161 et seq. (access for disabled persons), and all other applicable federal and state laws.

- B. Payment, if any, for facilities and ancillary services shall be designated in Exhibit A attached to this Agreement.

6. MUTUAL AGREEMENTS

6.1. Instructor.

- A. Throughout the term of this Agreement, an instructor provided by College shall remain an employee of College, and shall be subject to the terms and conditions of the instructor's employment contract and College policy. An instructor provided by School District shall remain an employee of School District, and shall be subject to the terms and conditions of the instructor's employment contract and School District policy, but shall also be subject to continuing approval by College. Should a School District instructor violate College procedure or policy, College may withdraw authorization for the instructor to participate in the dual enrollment program and School District, upon such withdrawal of authorization, shall substitute another qualified instructor and notify College in writing of such substitution. The instructor must be approved by College pursuant to the terms of this Agreement.
- B. Throughout the term of this Agreement, an instructor provided by College shall remain an employee of College, and shall be subject to the terms and conditions of the instructor's employment contract and College policy, but shall also be subject to School District policy. Should an instructor violate School District procedure or policy, School District may ask College to withdraw authorization for the instructor to participate in the dual enrollment program and College, upon such withdrawal of authorization, shall substitute another qualified instructor and notify School District in writing of such substitution.

6.2. Student.

Each student enrolled in a Dual Enrollment Course, even though enrolled as a College student during the term of the Dual Enrollment Course, shall remain a student of School District and shall follow the schedule and calendar of classes as established by School District and approved by College.

6.3. Removal from Course.

School District retains the right to refuse to allow a student to enroll in a Dual Enrollment Course and to discipline and/or remove any student from the Dual Enrollment Course in accordance with School District policies. College shall have the right to request School District to remove a student from a Dual Enrollment Course in accordance with College policy.

6.4. Schedule and Number of Students.

School District and College shall mutually determine the schedule of, and maximum and minimum number of students to enroll in, each Dual Enrollment Course. Such schedule shall not be changed except by written agreement of School District and College. School District and

College must mutually agree if any student who is not a student of School District will be enrolled in a Dual Enrollment Course; provided, however, that any such student must comply with the admissions requirements and course prerequisite requirement provisions of this Agreement.

6.5. Availability of Instructors.

Availability of Dual Enrollment Courses offered by College shall be dependent on the availability of appropriately qualified instructors. College may compensate School District for the services of a qualified instructor provided by School District or, alternatively, College may provide a qualified instructor to deliver any Dual Enrollment Course.

6.6. Guidelines.

School District and College shall ensure that each student enrolled in a Dual Enrollment Course, and all personnel of School District and all personnel of College who are involved in the dual enrollment program are provided with dual enrollment guidelines, and that such persons agree to review and comply with the guidelines.

6.7. Rigor of Courses.

College and School District agree that college level courses are rigorous and demanding courses, and the standards and criteria of any Dual Enrollment Course shall meet statutory and College criteria, and such criteria shall not be diminished for the purpose of the dual enrollment program.

7. FINANCIAL PROVISIONS AND FORMAT FOR BILLING: See Exhibit A attached.

7.1 Fees.

Fees and charges for the Dual Enrollment Courses and program are provided on Exhibit A attached to this Agreement.

7.2. Supplies.

School District will provide and pay for basic textbooks, workbooks, supplies and other costs related to the teaching of and the administration of Dual Enrollment Courses within School District.

7.3. Tuition.

- A. The student or School District shall be responsible for payment of tuition to College.
- B. College may provide grants, scholarships or financial aid in accordance with College policies and as set forth in Exhibit A. In addition, College may offset tuition payments owed to College by School District with payments due from College to School District.
- C. School District understands and agrees that tuition charges for students enrolled under this program may vary from student to student depending upon the total number of student credit

hours for which each student has enrolled each term, and depending upon the residency status of the student. Pursuant to A.R.S. § 15-1802(C), the residency of an unemancipated student under the age of nineteen years will be that of the student's parent or legal guardian, and any student who is not a legal resident of Arizona will be charged out of state tuition rates.

8. CONTINUATION OF AGREEMENT

The continuation of this Agreement beyond the initial fiscal year is dependent on and subject to the appropriation and availability of funding for each Party in each subsequent fiscal year. If sufficient funding is not made available to allow a Party to continue meeting its contractual obligations under this Agreement, that Party shall so notify the other Party and either Party may cancel this Agreement and have no further obligation to the other Party. In the alternative, the Parties may by mutual written agreement, modify this Agreement to reduce the level of compensation, services or other consideration provided.

9. RECORDS

All accounts, reports, files and other records relating to this Agreement shall be kept for a minimum of five (5) years after termination of this Agreement and shall be open to reasonable inspection and audit by the other party during that period. Audits may be conducted, at a time mutually agreed upon by the parties, by any appropriate political subdivision or agency of the State of Arizona or by representatives of the comptroller General of the United States or the Secretary of Education when required by applicable federal regulations.

10. CONFIDENTIALITY

All written student records shall be kept confidential in accordance with the Family Rights and Privacy Act (20 USC 1232(g)) ("FERPA") and regulations adopted pursuant to FERPA, the Individuals with Disabilities Education Act ("IDEA") and regulations adopted thereunder, and applicable state laws and school board policies controlling the disclosure of personally identifiable information from a student's education records.

11. TERMINATION/DISPOSITION OF PROPERTY

11.1. Termination.

Either Party may terminate this Agreement for any reason following written notice to the other Party of intent to terminate delivered not less than ninety (90) days prior to the intended date of termination. Except as provided in this section 12, termination shall only be effective at the end of a semester, and no Dual Enrollment Course shall be terminated prior to such effective date.

11.2. Risk to Health or Safety.

If either Party has reason to suspect that any activities undertaken pursuant to this Agreement present a risk to the health or safety of students or is contrary to the Party's mission or operations, that Party may request that a meeting between the Parties be convened within 48 hours and promptly confirm the meeting in writing. In such circumstances, the Parties to this Agreement will attempt to reconcile differences within five (5) working days of such meeting. If reconciliation is not achieved within the five (5) day period, this Agreement will automatically terminate.

11.3. No Relief from Obligations.

Termination shall not relieve either Party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining dual credit at the time of termination or notice thereof.

11.4. Disposition of Property.

The Parties do not contemplate joint acquisition of any property pursuant to this Agreement. Upon termination of this Agreement, equipment furnished or purchased by College for the program shall be retained by College, and equipment furnished or purchased by School District for the program shall be retained by School District.

12. RESPONSIBILITY

12.1. Conduct of Operations.

Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and the actions of its own personnel while performing services under this Agreement, and each party shall be solely responsible for supervision, daily direction, control of payment of salary (including withholding for payment of taxes and social security), workers' compensation and disability benefits.

12.2 Indemnification.

Each Party, to the greatest extent legally permissible, shall indemnify, defend, and hold harmless the other Party from any liability resulting from the negligence, intentionally tortious, or willful misconduct of the indemnifying Party's employees, officers, students and agents.

13. CANCELLATION FOR CONFLICT OF INTEREST

This Agreement may be canceled pursuant to A.R.S. § 38-511, the pertinent provisions of which are fully incorporated herein by reference.

14. NON-ASSIGNABILITY

Neither Party may assign any right or delegate a duty or responsibility under this Agreement without the prior written consent of the other Party.

15. COMPLIANCE WITH NON-DISCRIMINATION LAWS

To the extent applicable, the Parties shall comply with all College policies and State and Federal laws and regulations which prohibit discrimination against any person based on race, religion, handicap, color, age, sex, sexual orientation, political affiliation or national origin, and the Parties shall prohibit discrimination in the employment or advancement in employment of a qualified person because of physical or mental disability including all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213).

16. RIGHTS/OBLIGATIONS OF PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third Party beneficiary or other person, agency or organization.

17. ENTIRE AGREEMENT

This Agreement, and its attachments as noted herein, constitutes the entire agreement between the Parties, and, except as previously noted, all prior or contemporaneous oral or written agreements are superseded by this Agreement. There are no representations or other provisions other than those contained herein, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties to this Agreement.

18. INVALIDITY OF PART OF THE AGREEMENT

If any part of this Agreement is held to be illegal, invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect with those offending portions omitted.

19. GOVERNING LAW

This Agreement shall be construed under the laws of the State of Arizona and shall incorporate by reference all laws governing intergovernmental agreements and mandatory contract provisions of state agencies required by statute or executive order.

All statutes and regulations referenced in this Agreement are incorporated herein as if fully stated in their entirety in the Agreement. Each Party agrees to comply with and be responsible for the provisions, the statutes, and the regulations set out in this Agreement.

20. NOTICE

All notices, requests for payment, or other correspondence between the Parties regarding this Agreement shall be mailed United States postage prepaid or delivered personally to the respective parties at the following addresses:

If to College:

Dr. Jeanne Swarthout, President
Northland Pioneer College
P.O. Box 610
Holbrook, Arizona 86025

If to School District:

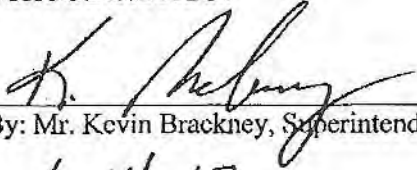
Kevin Brackney, Superintendent
Show Low Unified School District No. 10
500 W Old Linden Road
Show Low, AZ 85901

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 14th day of June 2012.

COLLEGE

SCHOOL DISTRICT

By: Jeann Swarthout, Ph. D., President


By: Mr. Kevin Brackney, Superintendent

Date

6-14-12

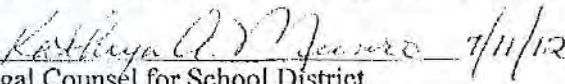
Date

Attorney Approval: This Amendment has been reviewed pursuant to A.R.S. 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of Arizona to the Governing Board of the College.

By: 

Legal Counsel for College

Attorney Approval: This Amendment has been reviewed pursuant to A.R.S. 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of Arizona to the Governing Board of the School District.

By: 

Legal Counsel for School District

EXHIBIT A

FINANCIAL PROVISIONS

1. APPROVED TUITION AND FEES APPLICABLE TO THIS AGREEMENT

Tuition: \$62 per credit hour.

2. IDENTITY OF PERSON OR ENTITY RESPONSIBLE FOR PAYING STUDENT TUITION AND FEES

Students are responsible for payment of tuition and fees. An individual billing account will be established for each participating student.

3. ADDITIONAL CHARGES

Except as provided in this section, no additional fees shall be charged for assessment tests, if any, used for placement purposes. Assessment fees, if any, will be charged subject to and in compliance with College policies and procedures, and relevant state statutes and regulations.

4. FINANCIAL AID POLICIES

Except as indicated in this section, College offers no grant, scholarship or financial aid for the dual enrollment program. The provision, if any, of any grant, scholarship or financial aid shall be subject to and in compliance with College policies and procedures, and relevant state statutes and regulations.

All students enrolled in an authorized dual enrollment course are eligible for tuition and fee scholarships.

5. FORMAT FOR BILLING

Except as provided below, charges will be assessed each semester and invoices shall be sent no later than thirty (30) days after the end of the semester. Payment shall be due within thirty (30) days of receipt of the invoice.

NCCCD shall reimburse the School District at a rate of Ten Dollars (\$10.00) per credit hour for each properly enrolled student, to a maximum amount of One Hundred Dollars (\$100.00) per credit hour for each dual enrollment course. The invoice shall be based on NCCCD course rosters and include the information listed in Exhibit B of this Agreement.

6. FULL TIME STUDENT EQUIVALENT

Amount College received in FTSE in prior academic year	<u>\$1,792,100</u>
Portion of that FTSE distributed to School District	<u>Less than 1%</u>
Amount School District returned to College	<u>0</u>

EXHIBIT B

TYPE OF INSTRUCTION DUAL ENROLLMENT COURSES

COURSES AND CREDITS

For complete course descriptions, refer to the current College catalog.

All courses listed with an asterisk are also offered to freshmen and sophomore students.

The number of students admitted for any Dual Enrollment Course shall not be less than **six (6)** students per section and shall not exceed a maximum of **thirty (30)** students per section.

COURSE	TITLE	CREDITS	SEMESTER	INSTRUCTOR
BUS117	PRINC ACCT I-FINANCIA	3.00	FALL	BISHOP, JENN
BUS140	PRINC OF ECONOMICS-MA	3.00	FALL	BISHOP, JENN
BUS210	PRINCIPLES OF MANAGEM	3.00	FALL	BISHOP, JENN
BUS220	PRINCIPLES OF MARKETI	3.00	FALL	BISHOP, JENN
ECD100	HEALTHY ENVIRONMENT	1.00	FALL	GEORGE, LIND
ECD101	CHILDS TOTAL LEARN EN	1.00	FALL	GEORGE, LIND
ECD102	SAFE ENVIRONMENT	1.00	FALL	GEORGE, LIND
ECD105	ENCOURAGE SELF-DISCI	1.00	FALL	GEORGE, LIND
ECD118	BLOCKS EARLY CHILDHD	1.00	FALL	GEORGE, LIND
ECD120	POSITIVE SELF-CONCEPT	1.00	FALL	GEORGE, LIND
ECD124	DRAMATIC PLAY	1.00	FALL	GEORGE, LIND
ECD127	SMALL MUSCLE DEVELOPM	1.00	FALL	GEORGE, LIND
ECD147	PRENATAL AND INFANT D	1.00	FALL	GEORGE, LIND
ECD148	TODDLER DEVELOPMENT	1.00	FALL	GEORGE, LIND
ECD149	DEVEL OF PRESCHOOL CH	1.00	FALL	GEORGE, LIND
ECD150	MIDDLE CHILDHOOD YEAR	1.00	FALL	GEORGE, LIND
BOC102	CONSTRUCTION SAFETY P	4.00	FALL	MARSH, CHARL
BOC170	CARPENTRY LEVEL I	4.00	FALL	MARSH, CHARL
BOC172	CARPENTRY LEVEL III	4.00	FALL	MARSH, CHARL
MAT152	ADVANCED ALGEBRA	3.00	FALL	SHAPPELL, CH
MAT189	PRECALCULUS ALGEBRA-T	3.00	FALL	SHAPPELL, CH
MAT221	CALCULUS I	4.00	FALL	SHAPPELL, CH
BUS100	INTRODUCTION TO BUSIN	3.00	SPRING	BISHOP, JENN
BUS105	TECHNIQUES OF SUPERVI	3.00	SPRING	BISHOP, JENN
BUS210	PRINCIPLES OF MANAGEM	3.00	SPRING	BISHOP, JENN
ECD103	PLANNED ARRNGMNT-SCHE	1.00	SPRING	GEORGE, LIND
ECD108	TECH OBSERVING CHILDR	1.00	SPRING	GEORGE, LIND
ECD113	COMMUNIC-LANGUAGE SKI	1.00	SPRING	GEORGE, LIND
ECD114	BEG MATHEMATICAL CONC	1.00	SPRING	GEORGE, LIND
ECD115	NUTRITION EARLY CHILD	1.00	SPRING	GEORGE, LIND
ECD116	SCIENCING AND DISCOVE	1.00	SPRING	GEORGE, LIND
ECD117	QUESTIONS AND PROB-SO	1.00	SPRING	GEORGE, LIND

ECD123	MUSIC AND CREATIVE MO	1.00	SPRING	GEORGE, LIND
ECD125	CREATIVE MEDIA	1.00	SPRING	GEORGE, LIND
ECD126	LARGE MUSCLE DEVELOPM	1.00	SPRING	GEORGE, LIND
ECD127	SMALL MUSCLE DEVELOPM	1.00	SPRING	GEORGE, LIND
ECD136	UNDRSTAND HOW CHILD L	1.00	SPRING	GEORGE, LIND
ECD216	TRANSITIONS	1.00	SPRING	GEORGE, LIND
BOC102	CONSTRUCTION SAFETY P	4.00	SPRING	MARSH, CHARL
BOC170	CARPENTRY LEVEL I	4.00	SPRING	MARSH, CHARL
BOC171	CARPENTRY LEVEL II	4.00	SPRING	MARSH, CHARL
BOC172	CARPENTRY LEVEL III	4.00	SPRING	MARSH, CHARL
BOC173	CARPENTRY LEVEL IV	4.00	SPRING	MARSH, CHARL
MAT189	PRECALCULUS ALGEBRA-T	3.00	SPRING	SHAPPELL, CH
MAT221	CALCULUS I	4.00	SPRING	SHAPPELL, CH
MAT231	CALCULUS II	4.00	SPRING	SHAPPELL, CH

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
WINDOW ROCK UNIFIED SCHOOL DISTRICT NO. 8**

This Intergovernmental Agreement ("Agreement") is entered into this 12 day of June, 2012 between Navajo County Community College District, ("College"), and Window Rock Unified School District No. 8 ("School District") (collectively "Parties"). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") § 11-951.

BACKGROUND

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(G), § 15-1444(B)(4), and § 15-1821.01. Grant schools are authorized to participate in this Agreement under the Tribally Controlled Schools Act, 25 U.S.C. § 2501 *et seq.* This Agreement and its use are mandated under A.R.S. § 15-1821.01(1).

College has determined that it is in the best interests of the citizens of the School District to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

Pursuant to A.R.S. § 15-101(11), a "Dual Enrollment Course" is defined as a college level course that is conducted on the campus of a high school or on the campus of a joint technological education district, and that is:

- A. applicable to an established community college academic degree or certificate program, and transferable to a university under the jurisdiction of the Arizona Board of Regents; or

If to School District:

Dr. Deborah Jackson-Dennison, Superintendent
Window Rock Unified School District No. 8
P.O. Box 559
Fort Defiance, AZ 86504

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 21 day of
June, _____ 2012.

COLLEGE

SCHOOL DISTRICT

By: Jeanne Swarhout, Ph. D., President

By: Dr. Deborah Jackson-Dennison, Superintendent

Date

Date

Attorney Approval: This Agreement has been reviewed pursuant to A.R.S. 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of Arizona to the Governing Board of the College.

By: [Signature]
Legal Counsel for College

Attorney Approval: This Agreement has been reviewed pursuant to A.R.S. 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of Arizona to the Governing Board of the School District.

By: [Signature]
Legal Counsel for School District

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
HOLBROOK UNIFIED SCHOOL DISTRICT NO. 3**

This Intergovernmental Agreement (“Agreement”) is entered into this 8th day of May, 2012 between Navajo County Community College District, (“College”), and Holbrook Unified School District No. 3 (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(G), § 15-1444(B)(4), and § 15-1821.01. Grant schools are authorized to participate in this Agreement under the Tribally Controlled Schools Act, 25 U.S.C. § 2501 *et seq.* This Agreement and its use are mandated under A.R.S. § 15-1821.01(1).

College has determined that it is in the best interests of the citizens of the School District to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

Pursuant to A.R.S. § 15-101(11), a “Dual Enrollment Course” is defined as a college level course that is conducted on the campus of a high school or on the campus of a joint technological education district, and that is:

- A. applicable to an established community college academic degree or certificate program, and transferable to a university under the jurisdiction of the Arizona Board of Regents; or

If to School District:

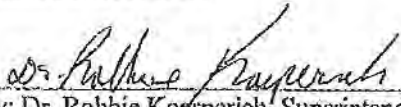
Dr. Robbie Koerperich
Holbrook Unified School District No. 3
PO Box 640
Holbrook, AZ 86025

IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day of _____ 2012.

COLLEGE

SCHOOL DISTRICT

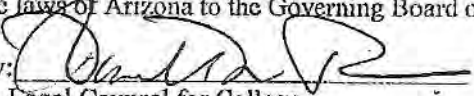
By: Jeanne Swarthout, Ph. D., President


By: Dr. Robbie Koerperich, Superintendent

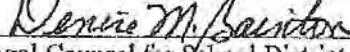
Date

5-9-12
Date

Attorney Approval: This Amendment has been reviewed pursuant to A.R.S. 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of Arizona to the Governing Board of the College.

By: 
Legal Counsel for College

Attorney Approval: This Amendment has been reviewed pursuant to A.R.S. 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of Arizona to the Governing Board of the School District.

By: 
Legal Counsel for School District

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
CHINLE UNIFIED SCHOOL DISTRICT NO. 24**

This Intergovernmental Agreement (“Agreement”) is entered into this _____ day of _____, 2012 between Navajo County Community College District, (“College”), and Chinle Unified School District No. 24 (“School District”) (collectively “Parties”). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes (“A.R.S.”) § 11-951.

BACKGROUND

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(G), § 15-1444(B)(4), and § 15-1821.01. Grant schools are authorized to participate in this Agreement under the Tribally Controlled Schools Act, 25 U.S.C. § 2501 *et seq.* This Agreement and its use are mandated under A.R.S. § 15-1821.01(1).

College has determined that it is in the best interests of the citizens of the School District to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

Pursuant to A.R.S. § 15-101(11), a “Dual Enrollment Course” is defined as a college level course that is conducted on the campus of a high school or on the campus of a joint technological education district, and that is:

- A. applicable to an established community college academic degree or certificate program, and transferable to a university under the jurisdiction of the Arizona Board of Regents; or

If to School District:

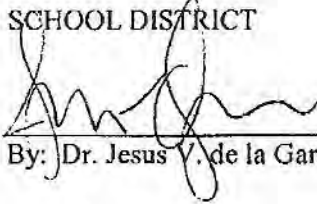
Dr. Jesus V. de la Garza, Superintendent
Chinle Unified School District No. 24
P.O Box 587
Chinle, AZ 86503

IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day of _____ 2012.

COLLEGE

SCHOOL DISTRICT

By: Jeanne Swarhout, Ph. D., President

By:  Dr. Jesus V. de la Garza, Superintendent

Date

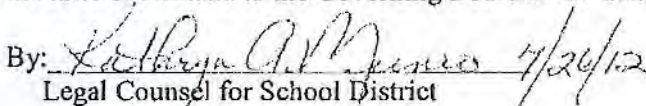
Date

7.11.12

Attorney Approval: This Agreement has been reviewed pursuant to A.R.S. 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of Arizona to the Governing Board of the College.

By: 
Legal Counsel for College

Attorney Approval: This Agreement has been reviewed pursuant to A.R.S. 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of Arizona to the Governing Board of the School District.

By:  7/26/12
Legal Counsel for School District

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
JOSEPH CITY UNIFIED SCHOOL DISTRICT NO. 2**

This Intergovernmental Agreement ("Agreement") is entered into this _____ day of _____, 2012 between Navajo County Community College District, ("College"), and Joseph City Unified School District No. 2 ("School District") (collectively "Parties"). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") § 11-951.

BACKGROUND

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(G), § 15-1444(B)(4), and § 15-1821.01. Grant schools are authorized to participate in this Agreement under the Tribally Controlled Schools Act, 25 U.S.C. § 2501 *et seq.* This Agreement and its use are mandated under A.R.S. § 15-1821.01(1).

College has determined that it is in the best interests of the citizens of the School District to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

Pursuant to A.R.S. § 15-101(11), a "Dual Enrollment Course" is defined as a college level course that is conducted on the campus of a high school or on the campus of a joint technological education district, and that is:

- A. applicable to an established community college academic degree or certificate program, and transferable to a university under the jurisdiction of the Arizona Board of Regents; or

If to School District:

Robert Klein, Superintendent
Joseph City Unified School District No. 2
P.O Box 8
Joseph City, AZ 86032

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____ 2012.

COLLEGE

SCHOOL DISTRICT

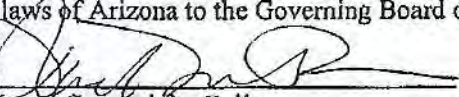
By: Jeanne Swarhout, Ph. D., President


By: Mr. Robert Klein, Superintendent

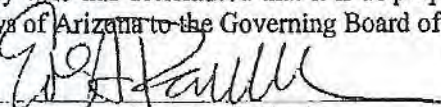
Date

Date

Attorney Approval: This Amendment has been reviewed pursuant to A.R.S. 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of Arizona to the Governing Board of the College.

By: 
Legal Counsel for College

Attorney Approval: This Amendment has been reviewed pursuant to A.R.S. 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of Arizona to the Governing Board of the School District.

By: 
Legal Counsel for School District

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT
AND
WINSLOW UNIFIED SCHOOL DISTRICT NO. 1**

This Intergovernmental Agreement ("Agreement") is entered into this _____ day of _____, 2012 between Navajo County Community College District, ("College"), and Winslow Unified School District No. 1 ("School District") (collectively "Parties"). Both Parties are public agencies of the State of Arizona as defined in Arizona Revised Statutes ("A.R.S.") § 11-951.

BACKGROUND

College and School District are authorized to enter into this Agreement pursuant to A.R.S. § 15-342(13), § 15-701.01(G), § 15-1444(B)(4), and § 15-1821.01. Grant schools are authorized to participate in this Agreement under the Tribally Controlled Schools Act, 25 U.S.C. § 2501 *et seq.* This Agreement and its use are mandated under A.R.S. § 15-1821.01(1).

College has determined that it is in the best interests of the citizens of the School District to offer college level courses that may be counted toward both high school and college graduation requirements at the high school during the school day.

School District desires that College provide to high school students college level courses that may be counted toward both high school and college graduation.

AGREEMENT

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the understanding of the Parties as to their respective responsibilities and rights in providing Dual Enrollment Courses, as defined in Section 2 below, to eligible School District students.

2. DEFINITION

Pursuant to A.R.S. § 15-101(11), a "Dual Enrollment Course" is defined as a college level course that is conducted on the campus of a high school or on the campus of a joint technological education district, and that is:

- A. applicable to an established community college academic degree or certificate program, and transferable to a university under the jurisdiction of the Arizona Board of Regents; or

If to School District:

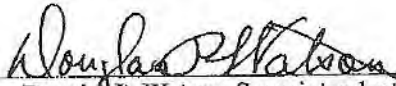
Douglas P. Watson, Superintendent
Winslow Unified School District No. 1
P.O. Box 580
Winslow, AZ 86047

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____ 2012.

COLLEGE

SCHOOL DISTRICT

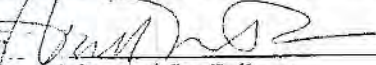
By: Jeanne Swarthout, Ph. D., President


By: Douglas P. Watson, Superintendent

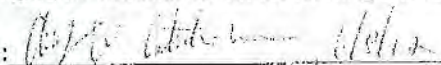
Date

6/21/12
Date

Attorney Approval: This Amendment has been reviewed pursuant to A.R.S. 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of Arizona to the Governing Board of the College.

By: 
Legal Counsel for College

Attorney Approval: This Amendment has been reviewed pursuant to A.R.S. 11-952 by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of Arizona to the Governing Board of the School District.

By: 
Legal Counsel for School District

Request to approve Regional Connector Transit Service Intergovernmental Agreement

Recommendation:

Staff recommends approval of the Resolution authorizing the District's three-year participation in the transit service project and approving the Regional Connector Transit Service Intergovernmental Agreement.

Summary:

The District has participated in the regional connector transit service since its inception in 2008. The continuing partners include Navajo County, the City of Show Low and the Towns of Pinetop-Lakeside, Snowflake and Taylor. The attached agreement continues the framework for the funding of the service for a one-year period and two one-year automatic renewals.

The City of Show Low will continue to serve as the lead participant for the administration and the District's participation will continue to be financial and advisory in nature. Mark Vest represents the District on the Advisory Board. The IGA calls for a District contribution of \$5,916 in the first year, which represents ten (10) percent of the local contribution. Recent annual contributions have been \$6,195. Contributions for years two and three will continue at the ten (10) percent level.

District students and employees are expected to continue to benefit from continued regular and affordable transportation.



INTERGOVERNMENTAL AGREEMENT for REGIONAL CONNECTOR TRANSIT SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into pursuant to A.R.S. § 11-952 as of _____, 2012 (the "Effective Date") by and between the following Arizona political subdivisions and municipal corporations:

NAVAJO COUNTY ("County")
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT ("NPC")
TOWN OF PINETOP-LAKESIDE ("Pinetop-Lakeside")
CITY OF SHOW LOW ("Show Low")
TOWN OF TAYLOR ("Taylor")
TOWN OF SNOWFLAKE ("Snowflake")

The parties may also be referred to herein individually as a "Participant" and collectively as the "Participants."

1. PURPOSE

- A. Recommendations concerning a regional connector transit service for the Pinetop-Lakeside - Show Low - Taylor - Snowflake - Holbrook corridor along State Highway 77 were set forth in that certain *Regional Connector Service Analysis- Final Report* prepared by RAE Consultants and dated January 31, 2008 (the "Final Report"). Subsequently, funding was formally approved by the Arizona Department of Transportation ("ADOT") and the Participants, and the regional connector transit services formally began operation as the "White Mountain Connection" in January 2009.
- B. This IGA is intended to establish the framework for the Participants to continue to fund the White Mountain Connection for the Pinetop-Lakeside - Show Low - Taylor - Snowflake - Holbrook corridor (the "SH 77 Service Area") for a one-year period, with two successive automatic renewals.

2. DESCRIPTION OF TRANSIT SERVICES

- A. As recipients of a Federal Transit Administration Section 5311 (49 U.S.C. § 5311) Rural Public Transportation grant administered by ADOT, Show Low is the applicant, fiduciary agent and sponsor of the Four Seasons Connection, a transit service serving Show Low and Pinetop-Lakeside. Pinetop-Lakeside is a contributing co-sponsor of the Four Seasons Connection. The Four Seasons Connection operates two routes (51 stops) that service the communities of Show Low and Pinetop-Lakeside, Monday through Saturday, from 6:30 a.m. to 6:30 p.m. Services are provided through a private contractor, MV Transportation.
- B. Show Low also serves as the applicant, fiduciary agent and sponsor of the White Mountain Connection. The Participants are contributing co-sponsors of the White Connection. The White Mountain Connection operates one route (18 stops) that runs three times per day that services the Participants, their organizations, and their communities, Monday through Friday,

from 6:30 a.m. to 6:30 p.m. Services are provided through a private contractor, MV Transportation.

- C. Each Participant has determined that that its organization, community, and the public in general, will benefit from the regional coordination and cost-sharing of a reliable and inexpensive regional connector transit service. To this end, each Participant is agreeing to contribute its respective share of the local matching funds required by the ADOT 5311 RTP grant.
- D. Show Low will continue to serve as the lead Participant for the administration of the ADOT Grant and the administration and operation of the Four Seasons Connection and White Mountain Connection, including the relationship with MV Transportation or other contractor(s). Each Participant shall appoint a representative to a Technical Advisory Committee that shall be chaired by the Show Low representative and that shall meet at least quarterly to review the status of the White Mountain Connection and discuss issues of mutual concern. The members of the Technical Advisory Committee shall cooperate in the development of written procedures to ensure that each Participant is kept fully informed about all aspects of the White Mountain Connection, is consulted in regard to all major decisions, and has reasonable access to all books and records pertaining to the White Mountain Connection.
 - a. Each Participant's participation in the White Mountain Connection is financial and advisory in nature. The Participants will have no day-to-day role in the operation of the transit system or the provision of services. Participant shall be satisfied that all such insurance coverages and indemnities as may reasonably be required to protect it from liability in connection with the operation of the transit system and the provision of services are in place.

3. PARTICIPANTS' CONTRIBUTIONS

- A. The Federal Transit Administration Section 5311 (49 U.S.C. § 5311) Rural Public Transportation grant administered by ADOT requires the following local matching funds:
 - 20% - Administrative costs
 - 42% - Operating Costs
 - 7% - Capital Expenditures* (depending on capital requests and funds available)
- B. The initial one-year period of this Agreement requires total local matching funds of \$59,160. The Participants agree to contribute their respective shares of the local matching funds required by the ADOT 5311 RTP grant, as follows:
 - \$23,664 (40%) - NAVAJO COUNTY ("County")
 - \$ 5,916 (10%) - NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT ("NPC")
 - \$ 5,916 (10%) - TOWN OF PINETOP-LAKESIDE ("Pinetop-Lakeside")
 - \$ 5,916 (10%) - CITY OF SHOW LOW ("Show Low")
 - \$ 5,916 (10%) - TOWN OF TAYLOR ("Taylor")
 - \$ 5,916 (10%) - TOWN OF SNOWFLAKE ("Snowflake")
 - \$ 5,916 (10%) - Advertising Revenue
- C. Each Participant acknowledges that the projected operating expenses are likely to increase during the second and third years of the term of this IGA. However, Show Low, as the fiduciary agent, and in coordination and consultation with the Technical Advisory Committee, agrees to a fiscally conservative budget approach to the greatest extent possible.

- D. The Participants acknowledge and agree that each Participant's fulfillment of its commitment under this IGA is critical to the success of the White Mountain Connection. Therefore, the governing body of each Participant has adopted a resolution authorizing the Participant's participation in the project and committing to fund the Participant's share of the project for the period of this IGA.

4. GENERAL PROVISIONS

- A. The term of this IGA shall be for a one-year period, with two successive automatic renewals, from and after the Effective Date. The Participants shall cooperate in good faith to attempt to negotiate a mutually agreeable framework for the continuation of the White Mountain Connection following the initial one-year period, but no Participant is or shall be obligated to participate in the White Mountain Connection after the expiration of the one-year period.
- B. Amendments to this IGA shall be in writing and executed with the same formality by each of the Participants. Written policies and procedures adopted by the Technical Advisory Committee established pursuant to paragraph 2.0, and amendments to such policies and procedures, shall require the approval of at least five of the members of the Technical Advisory Committee.
- C. In the event of any inconsistency between the terms and conditions of this IGA and those of the ADOT Grant, or between any policies and procedures adopted pursuant to this IGA and the terms and conditions of the ADOT Grant, the ADOT Grant shall control.
- D. The provisions of A.R.S. § 38-511, pertaining to cancellation in the event of a conflict of interest, are hereby acknowledged by the Participants and incorporated by this reference.
- E. This IGA shall be binding upon and inure to the benefit of the Participants and their respective successors and assigns.
- F. Each Participant warrants and represents that the official executing this IGA on its behalf has been authorized to do so by appropriate action of the Participant's governing board or council and that this IGA has been reviewed by the Participant's attorney and has been determined to be in proper form and within the scope of the Participant's legal authority.

IN WITNESS WHEREOF, the Participants have executed this IGA as of the Effective Date.

NAVAJO COUNTY

By _____
Chairman, Board of Supervisors

Attest:

Clerk of the Board of Supervisors

Approved as to form and authority:

Deputy County Attorney

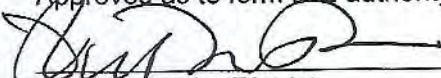
NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT

By _____
Chair, District Governing Board

Attest:

Secretary, District Governing Board

Approved as to form and authority:



Attorney for the District

TOWN OF PINETOP-LAKESIDE

By _____
Mayor

Attest:

Town Clerk

Approved as to form and authority:

Town Attorney

CITY OF SHOW LOW

By _____
Mayor

Attest:

City Clerk

Approved as to form and authority:

City Attorney

TOWN OF TAYLOR

By _____
Mayor

Attest:

Town Clerk

Approved as to form and authority:

Town Attorney

RESOLUTION

A RESOLUTION OF THE OF NAVAJO COUNTY COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR REGIONAL CONNECTOR TRANSIT SERVICES AMONG THE CITY OF SHOW LOW, NAVAJO COUNTY, TOWN OF PINETOP-LAKESIDE, TOWN OF TAYLOR, AND TOWN OF SNOWFLAKE

RECITALS:

WHEREAS, the participants to this Intergovernmental Agreement desire to continue to engage in regional coordination and cost-sharing to provide a reliable and inexpensive regional connector transit service to benefit their community, organizations, and the public in general; and,

WHEREAS, the White Mountain Connection was established to meet this need and began operation in January 2009, in accordance with the "Regional Connector Service Analysis - Final Report" prepared by RAE Consultants, dated January 31, 2008; and,

WHEREAS, this IGA is intended to establish the framework for the participants to fund regional connector transit services for the White Mountain Connection for a one-year period, with two successive automatic renewals; and

WHEREAS, Navajo County, the City of Show Low, Navajo County Community College District, Town of Pinetop-Lakeside, Town of Taylor, and Town of Snowflake, are authorized by Arizona Revised Statutes Section 11-952 to enter into this Intergovernmental Agreement.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED that the Navajo County Community College District Governing Board authorize the District's participation in the White Mountain Connection for a one-year period, with two successive automatic renewals, and approve the Intergovernmental Agreement for Regional Connector Transit Services.

BE IT FURTHER RESOLVED authorizing the Board Chair to sign said agreement.

PASSED AND ADOPTED this 21st day of August, 2012, by the Navajo County Community College District Governing Board.

Bill Jeffers, Chair

ATTEST:

Ginny Handorf, Secretary

APPROVED AS TO FORM:

Legal Counsel

Request to approve Intergovernmental Agreement with Apache County

Recommendation:

Staff recommends approval of the Intergovernmental Agreement with Apache County.

Summary:

The agreement to provide educational services to Apache County is a continuation of the existing relationship with Apache County. Staff continues to work closely with the Apache County Higher Education Committee and Apache County officials to provide quality services. The total cost of program delivery creates no burden on the taxpayers of Navajo County.

The proposed IGA reflects an annual increase of \$70,000 from the 2010-12 IGA. The increase is a result of reduced state operating aid and an increase in operational expenses. Apache County has indicated that the \$600,000 contribution from Apache County is approaching the capacity of the higher education secondary property tax revenue stream and may affect provision of services in Apache County in the future. As described in the agreement actual revenue and expenses are determined through a year-end analysis and payment adjustments are made following an annual analysis.



INTERGOVERNMENTAL AGREEMENT
NORTHLAND PIONEER COLLEGE PROGRAMS AND SERVICES
IN
APACHE COUNTY

This Agreement is entered into on the ____ day of _____, 2012 pursuant to A.R.S. §11-951, et seq., between the following public agencies for joint exercise of their powers;

1. Apache County ("County")
2. Navajo County Community College District, doing business as Northland Pioneer College ("District").

Authority to carry on the activities included in this Agreement is found in the Arizona revised Statutes as follows:

AGENCY

County

District

STATUTES

A.R.S. §15-1470 and A.R.S. § 11-201

A.R.S. §15-1470

The purpose of this Agreement is to provide community college programs and services, in Apache County. District programs and services are defined by the NPC Strategic Plan, the District budget and the District's instructional and student services staffing capacity. This Agreement is authority for District to provide educational programs and services in Apache County through the strategic plan of the Apache County Higher Education Committee.

WHEREFORE, the parties agree:

- I. The Title of this Agreement is Intergovernmental Agreement, Northland Pioneer College Programs and Services in Apache County.
- II. This Agreement shall become effective on July 1, 2012, or upon the date it is signed by all parties, whichever is later unless that date is after July 20, 2012 in which case this Agreement is effective July 20, 2012. This Agreement shall continue to be binding upon all parties until June 30, 2014 unless terminated as provided in paragraphs XI and XII. Amendment may be made only upon execution of written amendment signed by the parties hereto. The parties agree to negotiate in good faith in the future for the provision of post-secondary education services in Apache County.
- III. The Apache County Higher Education Committee referenced herein is an appointed advisory committee established by the Apache County Board of Supervisors by separate policy. This advisory committee's responsibilities are inclusive of the duties referenced below.

IV. The District and the County agree that the County will reimburse the District for educational programs and services; recognizing that the District will receive incremental revenue, which include tuition, fees, contractual fees, operating State Aid, capital State Aid, federal aid, grants that include Apache County services, and net NAVIT funding in addition to the fees provided pursuant to this Agreement, to make the District whole for costs incurred as a result of providing services to Apache County. Expenditures by the District on behalf of Apache County are recognized to include Direct Expenses, which include all expenses in Apache County locations for Apache County educational programs and services; Indirect Expenses, which include incremental costs incurred in providing services to Apache County in the areas of institutional support, such costs to be assessed on an enrollment ratio basis; and Designated Expenses, which include institutional support expenses allocated on a basis other than enrollment.

A. IGA Funds: The County will pay to District for the provision of programs and services during the 2012-2013 academic year and the 2013-2014 academic year unless amended, \$600,000.00 each year, to be paid in two installments each year. This amount will be transferred to the District one half (1/2) (\$300,000.00) by November 30, 2012 and 2013 and the balance (\$300,000) by May 30, 2013 and 2014.

B. IGA Supplemental Funds: For the 2012-2013 academic year unless amended an additional \$159,300 and an additional \$159,300 for the 2013-2014 academic year unless amended to include the compensation of the NPC/Apache County Coordinator and for the purchase of equipment, hardware and software which will be owned by the County but will be used, operated and maintained by the District pursuant to this Agreement in order to provide educational programs and services. The purchase of equipment, hardware and software are to be approved by the Apache County Higher Education Committee. Expenditures for operation and maintenance of equipment, hardware and software will be made by the District using the IGA Funds. Any equipment, hardware or software purchased with IGA Supplemental Funds that is intended to be connected through local area networks, wide area networks, or the internet to the District's resources must meet specifications of the District and must be connected to District communication systems to receive maintenance services. The IGA Supplemental Fund monies will be managed by an appointed NPC/Apache County Coordinator through the direction of the Apache County Higher Education Committee, and the approval of the County. Some portion of the supplemental funds may be distributed directly to the District for the provision of additional programming and services but only after recommendation of the Apache County Higher Education Committee and specific approval by the County and the District.

- C. At the end of each fiscal year the parties will conduct an analysis of the programs and services along with associated costs provided under this Agreement. By February 28th of each year, the District will provide the County with an estimated analysis of services delivered and costs incurred thus far. Based upon the final analysis of associated costs the parties will adjust, in the subsequent fiscal year, the billings and payments under the Agreement so that, as appropriate, the County will be credited for any overpayment under the Agreement or the District will be paid for any shortfall in reimbursement for costs.
- V. Educational programs and services will include general education courses offered in a cycle in Apache County that will allow a student to meet the Arizona General Education Curriculum B (AGEC-B) requirements in two years using alternative delivery methods if on-site classes are not feasible. Career and Technical Education (CTE) Programs will include courses that will allow a student to complete the offered program certificate in a two year cycle.
- VI. If this Agreement is terminated without approval of a subsequent equivalent Agreement within 180 days, property leased solely for the purposes of this Agreement shall be disposed of by not renewing leases on buildings or property used for this program. Property purchased or owned by either party will remain the property of that party.
- VII. Additional programs and services may be requested by the County in consultation with the District and after a cost estimate and feasibility analysis has been provided by the District to the County, which cost estimate and feasibility analysis will be provided to the County within 90 days of the County request in writing. The addition or deletion of programs, along with additional funding requirements, will be a matter of discussion and mutual agreement between County and District originating during needs assessment. Educational programs and services in Apache County will be consistent with appropriate governing statutes and regulations and will not jeopardize the accreditation status of the District with the Higher Learning Commission Timelines for implementing programs and services changes will be based on the budget calendar of District.
- VIII. The District shall offer approved community college credit and/or non-credit courses when facilities, equipment, qualified instructional staff and funds are available, as recommended by the District and Apache County Higher Education Committee. However, the payments described above are only for credit courses as required by A.R.S. §15-1470(F).
- IX. The District will design non-credit courses and training with the goal of the programs becoming self-funding, however, the District and the County recognize the achievement of this goal may not be reached in a given fiscal year or Agreement period. The net cost of providing non-credit courses and training provided in Apache County through the NPC Business and Industry Coordinator

and the NPC Community Education Coordinator will be accounted for through a separate category for these programs. The Apache County Coordinator will be kept informed of all proposed and delivered Business and Industry Training (BIT) programs in Apache County by the NPC BIT Coordinator and the Apache County Coordinator will forward all requests for BIT training to the NPC BIT Coordinator. The NPC BIT Coordinator and the Apache County Coordinator will annually prepare a written summary of BIT services delivered in Apache County and present the summary to the Higher Education Committee and NPC administration.

- X. The District will include at a minimum a member of the Apache County Higher Education Committee in an advisory capacity, the NPC/Apache County Coordinator and/or an Apache County Center Manager on all hiring committees formed to hire personnel for regular full-time positions specifically assigned to Apache County.
- XI. This Agreement may be terminated by either party at the end of any fiscal year by providing written notice of the intent to terminate at least 60 days prior to the end of the then-current fiscal year.
- XII. The parties acknowledge the applicability provisions of A.R.S. §38-511 which provides for the cancellation of contracts due to conflicts of interests.
- XIII. Each party agrees to indemnify and hold the other party harmless for any liability, cost or expense from claims arising from the negligence of the other party or its agents or employees arising under this Agreement. The District agrees to maintain casualty insurance naming the County as an additional insured, providing for replacement of any property which will become the County's upon termination of this Agreement. The District agrees to maintain liability insurance in the amount of \$1,000,000.00, naming the County as an additional insured, in order to protect the County from any liability arising from the District providing services under this Agreement. Any duty to indemnify under this Agreement shall be limited to such party's maximum insured liability.
- XIV. The parties hereto agree that in the event of a conflict or dispute between them regarding the interpretation or implementation of this Agreement, that they will submit the matter to a qualified mediator to be agreed upon by the parties before filing any action in any court of this state or in federal court. The parties shall equally share the cost of the mediator; however, each party shall bear the costs of its presentation before the mediator, including attorney fees if the party desires to be represented by counsel at the mediation.
- XV. The County and the District certify, by signing this Agreement, that neither party is involved with any business operations in Sudan pursuant to A.R.S. § 35-391.06, nor is either party involved with business operations relating to the Iran petroleum energy sector, as covered by A.R.S. § 35-393.06.

XVI. Written notice shall be provided by sending the notice by first class mail to:

For the County:

Apache County Board of Supervisors
P.O. Box 428
St. Johns, Arizona 85936

For the District:

Dr. Jeanne Swarthout
Northland Pioneer College
P.O. Box 610
Holbrook, Arizona 86025

Receipt of any notice shall be the date of deliver if delivered in person or by private overnight carrier service, or, if mailed, upon the earlier of receipt or three days from the date of postmark. The Parties agree to notify the other Party in advance and in writing of any change to that respective Party's notification of information.

IN WITNESS WHEREOF, the parties provide the following resolutions of approval:

Apache County, Arizona

Navajo County Community College District

By: _____
Jim Claw, Chairman
Apache County Board of Supervisors

By: _____
Jeanne Swarthout, President
Northland Pioneer College

APPROVED: This Agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency.

By: _____
Attorney for the County

By: _____
Attorney for the District

Date: _____

Date: _____

ATTEST:

By: _____
Delwin Wengert
Clerk, Board of Supervisors

By: _____
Recording Secretary to
Navajo County Community College
District Governing Board

Date: _____

Date: _____

Request to approve Drainage Easement to City of Show Low

Recommendation:

Staff recommends approval of a drainage easement to the City of Show Low.

Summary:

In connection with the site improvements address parking and circulation at the White Mountain Campus in Show Low the granting of a drainage easement to the City of Show Low is recommended. The City of Show Low plans to assist in the maintenance of the natural storm water drainage flow through the eastern edge of District property. A diagram of the easement along with a map of the campus are attached.





Northland Pioneer College

White Mountain Campus – Show Low

1001 W. Deuce of Clubs
Show Low, AZ 85901

928-532-6111
www.npc.edu

Aspen Center (AC)

- Art Classrooms (103, 104)
- Audio Classroom (109)
- ★ Campus Office (102)

Please come here first when visiting

the campus

- General Classrooms (110-112)
- Offices
- Talon Gallery (101)

Cosmetology (CC)

- Classrooms and Clinic

Goldwater Center (GW)

- GED Testing (104)
- Director of Institutional Effectiveness (101)
- Institutional Research (102)
- Offices (109-114, 126-128)
- Small Business Development Center (106-108)
- VP for Learning and Student Services (117)

Learning Center (LC)

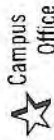
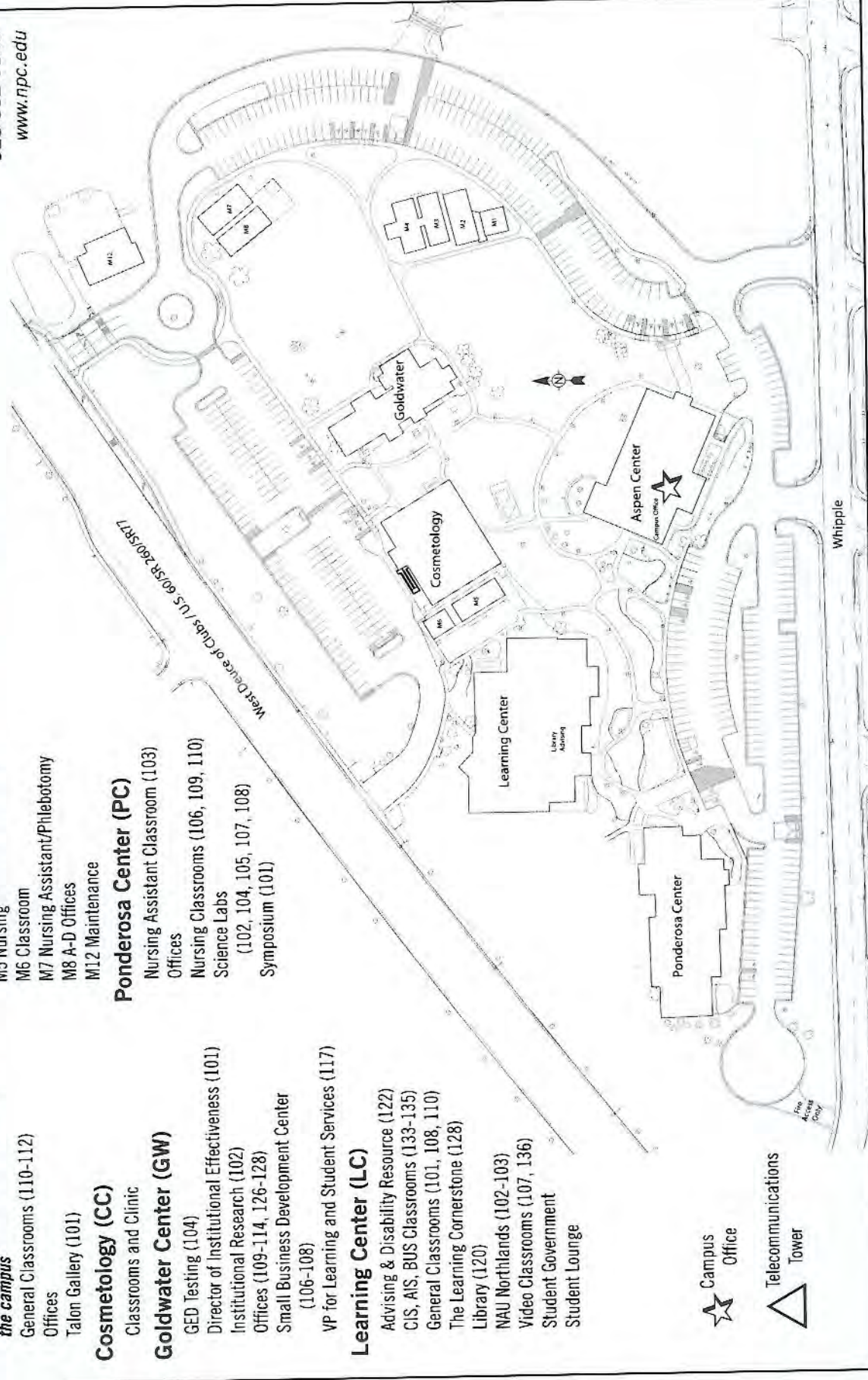
- Advising & Disability Resource (122)
- CIS, AIS, BUS Classrooms (133-135)
- General Classrooms (101, 108, 110)
- The Learning Cornerstone (128)
- Library (120)
- NAU Northlands (102-103)
- Video Classrooms (107, 136)
- Student Government
- Student Lounge

Modular Buildings (M)

- M1 Classroom
- M2 Photography Labs
- M3 Emergency Medical Technology
- M4 Emergency Medical Technology
- M5 Nursing
- M6 Classroom
- M7 Nursing Assistant/Phlebotomy
- M8 A-D Offices
- M12 Maintenance

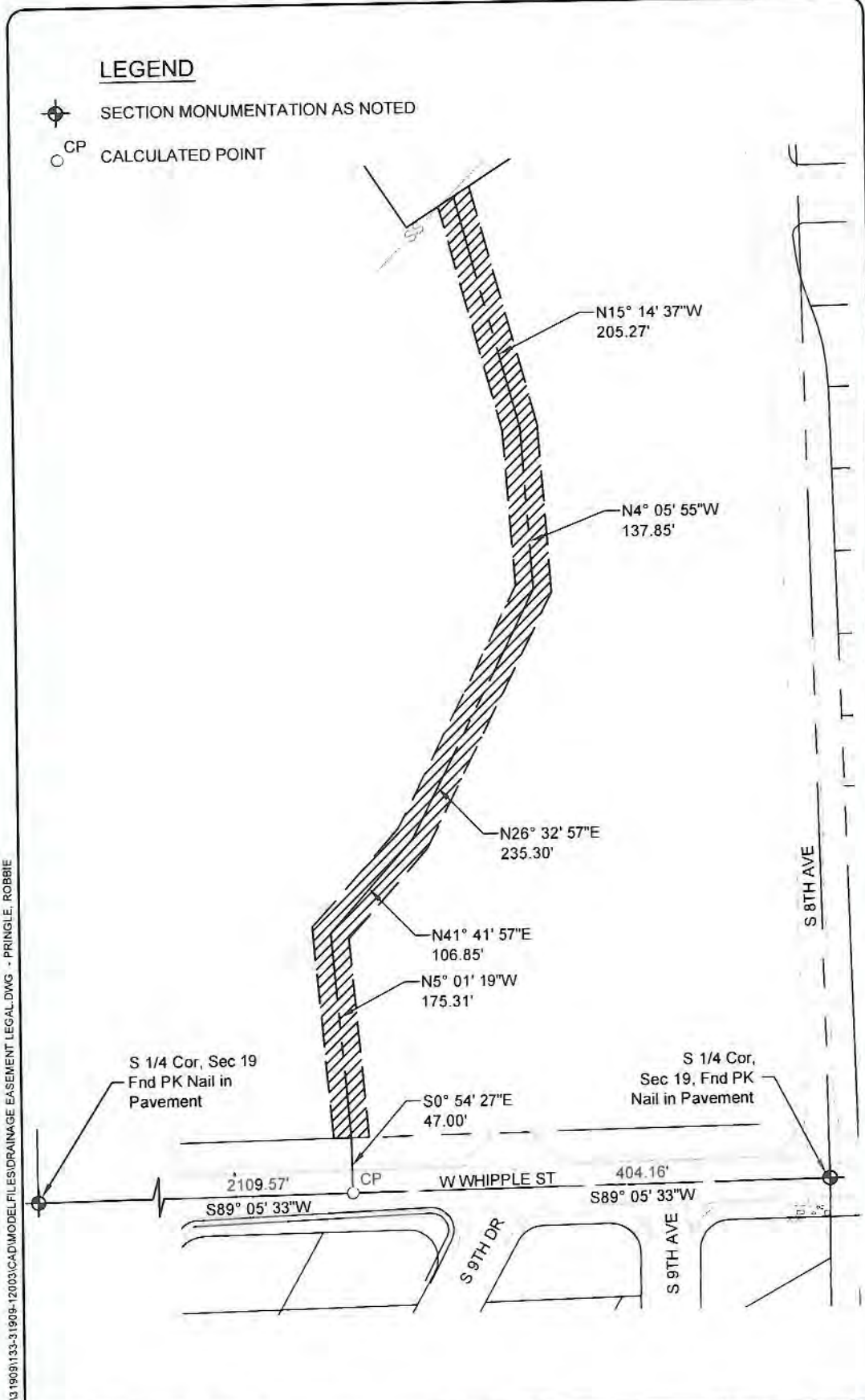
Ponderosa Center (PC)

- Nursing Assistant Classroom (103)
- Offices
- Nursing Classrooms (106, 109, 110)
- Science Labs (102, 104, 105, 107, 108)
- Symposium (101)



LEGEND

- ⊕ SECTION MONUMENTATION AS NOTED
- CP CALCULATED POINT



8/13/2012 3:19:37 PM - P:\31909\133-31909-12003\CAD\MODEL\FILES\DRAINAGE EASEMENT LEGAL.DWG - PRINGLE, ROBBIE

TETRA TECH
 www.tetrattech.com
 1601 West Deuce of Clubs, Suite 230
 Show Low, Arizona 85902
 PH 928-537-7218 FAX 928-537-8422

Northland Pioneer College
 DRAINAGE EASEMENT
 FOR CITY OF SHOW LOW
**DRAINAGE EASEMENT FOR
 THE CITY OF SHOW LOW
 NORTHLAND PIONEER COLLEGE**

Project No.:	133-31909-12003
Date:	07-02-12
Designed By:	JDFC
SK1	
SK1	

Copyright: Tetra Tech

Bar Measures 1 inch

Request to approve a Change in Terms of Employment

Recommendation:

Staff recommends a reduction in force affecting the Apache County position of Faculty in Heavy Equipment Operations effective December 31, 2012.

Summary:

Staff has determined that a change in terms of employment is necessary and recommends a reduction in force. The reduction in force will affect the Faculty in Heavy Equipment Operations assigned to teach in Apache County, Dean Wiltbank.

The recommendation is required in order to reduce costs in Apache County. Revenue allocations to Apache County have declined as a result of drastic cuts to Operating State Aid and expenses in Apache County have increased. Courses in Heavy Equipment Operations in particular have experienced high costs. Combined with low enrollment, the cost to deliver Heavy Equipment Operations courses in Apache County is not viable. Staff has consulted with the Apache County Coordinator and the Apache County Higher Education Committee in forwarding this recommendation. Apache County supports the recommendation and is moving forward with appropriate adjustments to accommodate the proposed change.

Disruption to students will be minimal as Heavy Equipment Operations will continue to be available in Navajo County during the current academic year. No Heavy Equipment Operations courses are planned in Apache County. Ongoing viability of Heavy Equipment Operations courses will continue to be monitored.

The reduction in force will take effect on December 31, 2012. In the interim, Mr. Wiltbank will assist in the instruction of students and do site restoration work at the site used for the Apache County Heavy Equipment Operations courses. A copy of Mr. Wiltbank's revised job description is attached.

Mr. Wiltbank has been notified of the recommendation to change the terms of his employment and has been made aware of the process outlined in NPC Procedure 2720 – Changes in Terms of Employment, which is also attached.

Under the terms of the procedure governing this action, the Board may allow a reasonable opportunity for public comment concerning the recommendation.



Procedure 2720

Changes in terms of employment

A. Purpose

A change in terms of employment may consist of a reduction in force, a reduction in work hours, a reduction in compensation and/or a furlough. Such changes may be necessitated by a variety of circumstances, including but not limited to changes in or decreases to work requirements, reorganization, a decline in enrollment, elimination of educational or administrative services or programs, reduced funding or financial constraints.

B. Applicability

This procedure applies to all employees except for student employees, temporary employees, or probationary employees.

C. Procedure

1. If the President determines that a change in terms of employment is necessary, the President shall make a written recommendation for such a change to the Board. The recommendation shall identify the employees who would be affected by the recommended change in terms of employment. The President's recommendation should be designed to achieve any necessary savings with as little disruption to the College's mission as possible.
2. The change in terms of employment that is recommended by the President shall take effect on the date proposed by the President, which shall be at least ninety (90) days after the recommendation is submitted by the President to the Board, unless the Board rejects or modifies the recommendation prior to its effective date.
3. Employees who would be affected by the proposed change in terms of employment shall be given prompt notice of the President's recommendation. Those employees may submit written comments concerning the recommendation to the Board. Such comments should be submitted no later than ten (10) days prior to the meeting at which the Board is to consider the President's recommendation.
4. The Board shall consider the President's recommendation at a public meeting. The Board may allow a reasonable opportunity for public comment concerning the President's recommendation. The Board shall approve, modify or reject the President's recommendation within ninety (90) days from the date it is submitted to the Board by the President.

D. Procedures Applicable to a Reduction in Force

1. When a change in terms of employment consists of a reduction in force, during a one (1) year period from the date when an employee's employment was terminated, affected

employees shall be considered on layoff status. Such employees shall be offered reemployment if suitable positions become available. If positions become available that could be filled by more than one employee on layoff status, the President shall determine the order in which reemployment will be offered. An individual who is offered reemployment will have ten (10) working days within which to accept or decline the offer. To be entitled to an offer of reemployment, the affected employee must inform the College's Human Resources Department of his or her availability for work. The employee must also keep the Human Resources Department apprised of his or her current mailing address throughout the one (1) year period. Written notice of any offers of reemployment shall be sent to the most current address on file for the employee with the College's Human Resources Department. After one (1) year following the effective date of a layoff, the employee will have no further hiring priority rights.

2. Layoff status will impact the benefits of affected employees in the following ways:
 - a. Retirement service credit is not accrued during the layoff period.
 - b. Health benefits are covered to the extent permitted under COBRA regulations. If the employee elects to continue health coverage, he or she must pay the entire premium for the insurance, which will include both the employee's and the College's portion of the premium.
 - c. Annual or any other leave benefits are not accrued during the layoff period. Annual leave or any other leave benefits due at the beginning of the layoff period will be paid to the affected employee at normal paycheck distribution time following the date of layoff.
 - d. Sick leave is not accrued during the layoff period, but sick leave hours that have already accrued at the time the employee is placed on layoff status will be retained. Sick leave benefits may not be used during the layoff period.
 - e. Employees on layoff status and their eligible dependents may continue to participate in the employee tuition waiver program during the one (1) year period.
3. The Human Resources Department will assist employees on layoff status in finding new employment by providing outplacement counseling and services for three (3) months following the layoff.

Based on Policy # 1595 ; Effective July 1, 2011

Northland Pioneer College

Position Description

TITLE: Faculty in Heavy Equipment Operation and Special Assignments

DIVISION: Career and Technical Education

DEPARTMENT: Heavy Equipment Operation

CLASSIFICATION: Exempt - 10 Months

GENERAL STATEMENT OF RESPONSIBILITIES: Teach courses in heavy equipment operation, maintain equipment related to course offerings, serve on college committees, perform special duties and engage in professional activities.

PRINCIPAL DUTIES: (essential functions)

- Teach courses within the heavy equipment operations curriculum.
- Teach at varied times, and possibly varied locations.
- Participate in planning, development and evaluation of curriculum.
- Develop and maintain outreach and cooperative activities.
- Participate in the planning, coordination and organization of courses and internship experiences.
- Order, maintain and inventory supplies and equipment.
- Provide input for budgets.
- Stay current in the subject matter areas and in the techniques of effective instruction.
- Participate in department activities, school meetings, program review, and serve on college committees as required to maintain and improve the instructional program.
- Assist with course articulation issues, marketing and workshops.
- Maintain regular office hours.
- Assess student learning.
- Assist in timely scheduling of classes to meet registrar deadlines.
- Performs special duties including the following tasks required to return state property formerly used by Heavy Equipment Operations program in Apache County: ensure thorough completion of storm water protection plan; refill any holes, pits and/or dips created as a result of the heavy equipment operations program; contour the land and smooth over rough surfaces; clear debris and haul away as needed; re-seed the land using a seed drill; coordination/approval with the Apache County Engineer; *special note to leave the berm in place for erosion control purposes.*
- Performs other duties as assigned.

SKILLS REQUIRED: Excellent verbal and written communication skills; excellent teaching and assessment skills. Broad knowledge of equipment operation and maintenance, knowledge in the use of related maintenance equipment and tools.

PHYSICAL REQUIREMENTS: Ability to perform the following physical requirements of the position with or without a reasonable accommodation: Sufficient physical dexterity to use a telephone, computer keyboard and other electronic equipment. Critical sensory requirements include general vision (corrected to 20/20), hear and listen in the normal range (corrected), and speak and give general directions clearly. Ability to lift 30 pounds, climb ladders, reach to over head heights and bend respectively.

REQUIRED QUALIFICATIONS: High school diploma and 5 years experience in heavy equipment operation and maintenance.

PREFERRED QUALIFICATIONS: Associate's degree in heavy equipment operation or Automotive Technology and 7 years experience. CDL driver's license.

REQUIRED LICENSE/CERTIFICATIONS: Valid Arizona driver's license.

ORGANIZATIONAL RELATIONSHIPS: Reports to the Dean of the Career and Technical Education division through the Department Chair.

Proposed Revisions to Bylaws for the Northeast Arizona Training Center

Recommendation:

Staff recommends the Board seek legal advice on this item in Executive Session.

Summary:

Discussion to resolve the noncompliance matter regarding control and operation of the Northeast Arizona Training Center have continued since direction was received from the Board in March 2012.

The attached documents represent current status of the discussions. A copy of the current NATC bylaws is attached for reference.

Legal counsel will be in attendance to discuss this item.



Proposed modifications to Bylaws

ARTICLE III - ORGANIZATION

Section 3.01: Key Stakeholders. The five Key Stakeholders of NATC shall be Navajo County Community College District, Town of Taylor, Navajo County Board of Supervisors, Northeastern Arizona Fire Chiefs Association and Northern Arizona Police Association. Each Key Stakeholder shall provide services, personnel and funding to assist with the operation of NATC, ~~to the satisfaction of the Board of Directors.~~ In the event that one of the Key Stakeholders does not provide services, personnel and funding ~~to the satisfaction of the Board of Directors,~~ measures are hereby provided for the replacement and/or elimination of said Key Stakeholder, as indicated in Article IV below.

[Delete Section 3.02]

ARTICLE IV- BOARD OF DIRECTORS

[Replace existing Sections 4:01 and 4:02 with the following]

Section 4.01: Board Role and Size. The BOARD OF DIRECTORS shall consist of three (3) voting members. All three voting members shall be chosen by Navajo County Community College District. As required by Laws 2007, Ch. 255, § 18 and Laws 2008, Ch. 285, § 4, Navajo County Community College District shall always have the authority to operate and control NATC and its assets. Each of the other four Key Stakeholders shall be entitled to choose one (1) nonvoting member. All decisions shall be made by majority vote of the three voting members.

Section 4.02: Membership and Term. Each member of the BOARD OF DIRECTORS shall serve at the pleasure of the Key Stakeholder that appoints that member. If any Key Stakeholder Stakeholders does not provide services, personnel and funding to the satisfaction of the BOARD OF DIRECTORS, the BOARD OF DIRECTORS may replace or eliminate the member or members chosen by that Key Stakeholder.

[Section 4.04: Delete the final sentence and add, “Each member of the BOARD OF DIRECTORS may also designate one person to be present at the meetings as a proxy. Those with proxies for voting members shall have voting authority.”]

[Replace existing Section 4.07 with the following]

Section 4.07: Quorum. A quorum of the BOARD OF DIRECTORS shall consist of a majority of the voting members.

[Delete Section 4.09]

[Section 5.03: Change “The officer of the corporation” to “The officers of the corporation”]

[Replace existing Section 5.05 with the following]

Section 5.05: Executive Director. The BOARD OF DIRECTORS may employ an Executive Director to administer the day-to-day business of the corporation. The Executive Director may sign all deeds and conveyances, all contracts and agreements and all other instruments requiring execution on behalf of the corporation. The Executive Director shall administer the affairs of the corporation on behalf of the BOARD OF DIRECTORS and shall be subject to the control of the BOARD OF DIRECTORS. The Executive Director shall serve at the pleasure of the BOARD OF DIRECTORS unless the Executive Director and the BOARD OF DIRECTORS agree otherwise in writing.

[Section 5.07: Change the word “shall” in the first sentence to “may”]

[Article X: Insert the words “voting members of the” in front of the words “board of directors”]

[Article XI: Insert the words “voting members of the” in front of the words “BOARD OF DIRECTORS”]

[Replace existing Section VI with the following]

ARTICLE VI – MEMBERS

NATC shall have members, including fire Districts, Fire Departments, Police Departments and others that pay the required annual dues to train onsite at NATC.

[CREATE new Article XII: Insert the following language:

ARTICLE XII – GADA LOAN OBLIGATION TO THE TOWN OF TAYLOR, ARIZONA

The Board of Directors for NATC hereby acknowledges that separate document known as the Promissory Note from NATC to the Town of Taylor, Arizona, executed on August _____, 2012, representing NATC’s commitment to the Town of Taylor, Arizona for the payment entire amount of principal and interest due and owing under the AGREEMENT FOR USE AND PAYMENT OF LOAN PROCEEDS FROM THE GREATER ARIZON DEVELOPMENT AUTHORITY executed in February, 2005, otherwise known as the “GADA Loan.” NATC further acknowledges that as security for the August _____, 2012 Promissory Note for NATC’s repayment of the GADA Loan, NATC has authorized it’s representative to execute a Deed of Trust from NATC to the

Town of Taylor, Arizona. Furthermore, NATC hereby affirms that this obligation to the Town of Taylor, Arizona with respect to the GADA Loan shall take priority in 1st Position over any and all other obligations throughout the continuing operations of NATC, and shall also take priority in 1st position in the event of the dissolution and winding up of NATC. Article XII of the bylaws shall not be removed or amended in any way unless and until the Promissory Note is paid in full to the Town of Taylor, Arizona.

Proposed Modifications to Articles of Incorporation

ARTICLE V

MEMBERSHIP / BOARD OF DIRECTORS: The corporation may have one or more classes of members, as provided in the corporation's bylaws. The management of the affairs of the corporation shall be vested in a Board of Directors, as defined in the corporation's bylaws. As required by Laws 2007, Ch. 255, § 18 and Laws 2008, Ch. 285, § 4, Navajo County Community College District shall always have the right to appoint a majority of the members of the Board of Directors, and the Board of Directors shall always have the authority to operate and control NATC and its assets. [Continue as is.]

Excerpt from draft minutes of NATC Board of Directors meeting held 1 August 2012

4. Discussion and Possible action on NATC By-Laws – Sterling Solomon

Sterling Solomon presented another “draft” that he had worked on with the NPC attorney Don Peters.

Items of concern to the E-Board members were the following items:

- Section 3.01: remove the last sentence after Northeastern AZ Police Association which dealt in part of the wording requiring “each Key Stakeholder shall provide services, personnel, and funding to assist with the operation of NATC”.
- Section 4.02: Remove last complete sentence regarding consequences if key stakeholders do not provide that assistance.
- Section 5.05: amend wording on “Executive Director” job description
- Article VI: change wording to “NATC shall have members, including Fire and Law Enforcement agencies and others that pay the required annual dues to train onsite at NATC.

It was decided to have the revisions available for the NPC District Governing Board meeting that will be held on August 21st so Dr. Swarhout could get input from her Board, then it could be discussed again at the NATC E-Board meeting on September 5th at 9:00 am at NATC to finalize approval of the By-Laws.

WHEN RECORDED, MAIL TO:

Town of Taylor
P.O. Box 158
Taylor, AZ 85939

DEED OF TRUST

TRUSTOR: NORTHEAST ARIZONA TRAINING CENTER, ARIZONA

TRUSTOR'S ADDRESS: 1840 W. PAPERMILL ROAD, TAYLOR, ARIZONA 85939

BENEFICIARY: TOWN OF TAYLOR, ARIZONA

BENEFICIARY'S ADDRESS: PO BOX 158, TAYLOR, ARIZONA 85939

TRUSTEES: TOWN OF TAYLOR, ARIZONA

PROPERTY IN Navajo County, State of Arizona, located at:

1840 W. PAPERMILL ROAD, TAYLOR, ARIZONA 85939

THIS DEED OF TRUST is made between the Trustor, Trustee and Beneficiary named above. Trustor irrevocably grants and conveys to Trustee in trust, with power of sale, the above-described real property and all buildings, improvements and fixtures located thereon or hereinafter erected thereon, together with the leases, rents, issues, profits, or income thereof, (all of which are hereinafter called "property income"); SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such property income; AND SUBJECT TO covenants, conditions, restrictions, rights-of-way, and easements of record.

THIS DEED OF TRUST IS MADE FOR THE PURPOSE OF SECURING:

(A) Performance of each agreement of Trustor herein contained. (B) Payment of the indebtedness evidenced by promissory note(s) of even date herewith, and any extension or renewal thereof, in the principal sum of **\$390.000 (plus interest as committed in the GADA Loan document from February, 2005)** executed by Trustor in favor of Beneficiary or order.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good workmanlike manner any building which may be constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act

upon said property in violation of law; and do all other acts which from the character or use of said property may be reasonably necessary.

2. To provide, maintain, and deliver to Beneficiary fire insurance policies satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at the option of Beneficiary, the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named and in any suit brought by Beneficiary to foreclose this Deed of Trust.

4. To pay: before delinquent, all taxes and assessments affecting said property; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof which appear to be prior or superior hereto; all costs, fees and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance and all lawful charges, costs and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured, hereby.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel, and pay counsel's reasonable fees.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from the date of expenditure at the highest rate as is provided for in the note secured by this Deed of Trust. Any amounts so paid by Beneficiary or Trustee shall become part of the debt secured by this Deed of Trust and a lien on said premises or shall become immediately due and payable at option of Beneficiary or Trustee.

IT IS MUTUALLY AGREED:

6. That any award of damages in connection with any condemnation, or any such taking, or for injury to the property by reason of public use or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor, however, the right to sue therefor and for the ownership thereof subject to this Deed of Trust), and, upon receipt of such moneys, Beneficiary may hold the same as such further security or apply to release the same in the same manner and with the same effect as above-provided for disposition of proceeds of fire or other insurance.

7. That time is of the essence of this Deed of Trust, and that by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

8. That at any time or from time to time, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note(s) for endorsement, without liability therefor, without affecting the personal liability of any person for payment of the indebtedness secured hereby, without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto and without the necessity that any sum representing the value or any portion thereof of the property affected by the Trustee's action be credited on the indebtedness, the Trustee may: (a) release and reconvey all or any part of said property; (b) consent to the making and recording, or either, of any map or plat of the property or any part thereof; (c) join in granting any easement thereof; and (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance or charge hereof.

9. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note(s) to Trustee for cancellation, and upon payment of its fees, Trustee shall release and reconvey, without covenant or warranty, express or implied, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

10. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of this Trust, to collect the property income, reserving to Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such property income as it becomes due and payable. Upon any such default, Beneficiary may at any time, without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, sue for or otherwise collect such property income in his own name, including that past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness

secured hereby and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such property income and the application thereof as aforesaid, shall not cure or waive any default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

11. That upon default by Trustor in the payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature thereof, and of election to cause to be sold said property under this Deed of Trust. Beneficiary also shall deposit with Trustee this Deed of Trust, said note(s) and all documents evidencing expenditures secured hereby.

Trustee shall record and give notice of Trustee's sale and shall sell the property at public auction, all in the manner required by law. Any persons, including Trustor, Trustee or Beneficiary, may purchase at such sale, Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, express or implied. Trustor requests that a copy of any notice of Trustee's sale hereunder be mailed to Trustor at his address hereintofore set forth.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale and reasonable attorney's fees, Trustee shall apply the proceeds of sale in the manner provided by law. To the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any balance due hereunder.

In lieu of sale, pursuant to the power of sale conferred hereby, this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. Beneficiary shall also have all other rights and remedies available to it hereunder and at law or in equity. All rights and remedies shall be cumulative.

12. That Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor. Beneficiary may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers and duties.

13. The term Beneficiary shall mean the owner and holder of the note(s) secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

14. That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of a pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

15. That the trust relationship created by this Deed of Trust is limited solely to the creation and enforcement of a security interest in real property. All of Trustee's duties, whether fiduciary or otherwise, are strictly limited to those duties imposed by this instrument and A.R.S. §33-801 *et. seq.*, inclusive, and no additional duties, burdens or responsibilities are or shall be placed on Trustee.

16. That this Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

DATED: _____

NORTHEAST ARIZONA TRAINING CENTER

David Tenney
Chairman of the Board of Directors

STATE OF ARIZONA)
) ss.
COUNTY OF NAVAJO)

This instrument was acknowledge before me this _____ day of July, 2012, by David Tenney in his capacity, and as duly authorized, as Chairman of the Board of Directors of Northeast Arizona Training Center.

Notary Public

My commission expires:

WHEN RECORDED, MAIL TO:

Town of Taylor
P.O. Box 158
Taylor, AZ 85939

PROMISSORY NOTE

1. BORROWER'S PROMISE TO PAY

In return for real and personal property received, the Northeast Arizona Training Center, ("NATC/Borrower"), promise to pay principal loan amount of \$390,000.00, and interest pursuant to the Amortization Scheduled attached in Exhibit "A" (this amount is called "principal"), with no interest, as follows:

Semi-annual payments in January & July of each year as follows:

- A.
 - i. Approximately \$10,000 interest only payment in January of each year;
 - ii. Approximately \$31,000.00 in principal and interest in July of each year, unless and until the entire principal balance is paid.
- B. Said payments shall be made to:

The Town of Taylor, Arizona ("Note Holder/Lender")

2. PAYMENTS

A. Time and Place of Payments.

Borrower understands that this is a demand note. The monthly payments, and remaining principal shall be due exactly as indicated in Section 1 above, with the entire principal balance paid in full no later than February, 2025.

3. BORROWER'S RIGHT TO PREPAY.

In the event that NATC wishes prepay the loan amount, then the "Prepayment Price" of such prepayment shall be calculated to include all principal and interest as set forth in Article I of the AGREEMENT FOR USE AND PAYMENT OF LOAN PROCEEDS FROM THE GREATER ARIZON DEVELOPMENT AUTHORITY executed in February, 2005.

4. BORROWER'S FAILURE TO PAY AS REQUIRED.

A. Default.

If Borrower does not pay the monthly payment amount on the date it is due, Borrower will be in default.

B. Notice of Default.

If Borrower is in default, the Note Holder may notify Borrower that if Borrower does not pay the overdue amount by a certain date, the Note Holder may require Borrower to pay immediately the full amount, or exercise Note Holders options under that certain Deed of Trust signed contemporaneously herewith.

C. No Waiver By Note Holder.

Even if, at a time when Borrower is in default, the Note Holder does not require Borrower to pay immediately and in full as described above, the Note Holder will still have the right to do so if Borrower is in default at a later time.

D. Payment of Note Holder's Costs and Expenses.

If the Note Holder has required Borrower to pay immediately in full as described above, the Note Holder will have the right to be paid back by Borrower for all of Note Holder's costs and expenses in enforcing this Note to the extent not prohibited by applicable law.

5. DUE UPON SALE OR USE AS COLLATERAL FOR FINANCING

This Note is secured by real property evidenced by a separate Deed of Trust. If the property in which this Note is secured is sold or said property is used as collateral to obtain financing, this Note is immediately due upon said sale according to the "Prepayment Price" which shall be calculated to include all principal and interest as set forth in Article I of the AGREEMENT FOR USE AND PAYMENT OF LOAN PROCEEDS FROM THE GREATER ARIZON DEVELOPMENT AUTHORITY executed in February, 2005.

6. GIVING OF NOTICES.

Unless applicable law requires a different method, any notice that must be given to us under this Note will be given by delivering it or by mailing it by first class mail to us at the Property Address below or at a different address if Borrower gives the Note Holder a notice of Borrower's different address.

7. OBLIGATIONS OF PERSONS UNDER THIS NOTE.

If more than one person or person(s) representing entities signs this Note, each person and/or entity is fully and personally obligated to keep all of the promises made in

this Note, including the promise to pay the full amount owed. Any person or entity who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person or entity who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person or entity individually or against all persons or entities together. This means that any one of the Borrowers may be required to pay all of the amounts owed under this Note.

8. WAIVERS.

NATC any other person or entity who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

9. ACCELERATION.

Borrower acknowledges that if any of the following events occur, or default occurs, this Note and any other obligations of the Borrower to the Note Holder, shall become due immediately to Note Holder (who will take the place of "1st Position," with respect to other creditors, under any and all circumstances) without demand or Notice:

- a. the failure of the Borrowers to pay the principal and any accrued interest in full on or before the Due Date;
- b. the proposed dissolution of the entity known as NATC;
- c. the filing of bankruptcy proceedings involving the Borrower as a debtor;
- d. the application for the appointment of a receiver for the Borrower;
- e. the making of a general assignment for the benefit of the Borrower's creditors;
- f. insolvency of the Borrower;
- g. a misrepresentation by the Borrower to the Note Holder for the purpose of obtaining or extending credit.

10. SEVERABILITY.

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

11. APPLICABLE LAW.

Both parties agree that this document shall be governed by Arizona law.

12. CURRENCY.

All payments of principal and interest on this Note shall be paid in the legal currency of the United States of America.

NORTHEAST ARIZONA TRAINING CENTER

David Tenney
Chairman of the Board of Directors

Date

BYLAWS
OF
NORTHEAST ARIZONA TRAINING CENTER, INC.,
an Arizona corporation

ARTICLE I – NAME, PURPOSE

Section 1.01: Name. The name of the corporation is Northeast Arizona Training Center, Inc. (NATC).

Section 1.02: Purpose. NATC is organized exclusively for charitable, scientific and educational purposes, more specifically, to provide quality certified education and training that is responsive to a broad range of public safety professionals and other interested parties.

ARTICLE II – REPEAL OF BYLAWS

The Interim Bylaws adopted by the Board of directors on August ____, 2006 are hereby repealed and superseded in their entirety by these Bylaws.

ARTICLE III – ORGANIZATION

Section 3.01: Key Stakeholders and Selection Authorities. The five Key Stakeholders and their respective Selection Authorities as indicated below shall jointly participate in the funding, staffing and continued operation of NATC to the satisfaction of the BOARD OF DIRECTORS. In the event that one of the Selection Authorities does not participate in the continued funding, staffing and operation of NATC, measures are hereby provided for the replacement, and/or elimination of said Selection Authority as indicated in Article IV below.

Key Stakeholders	Selection Authority
Education	Navajo County Community College District Governing Board
City Government	Town of Taylor, Town Council
County/State Government	Navajo County Board of Supervisors
Fire/Industrial Safety	Northeastern Arizona Fire Chiefs Association
Law Enforcement/DHS/DEM	Northern Arizona Police Association

Section 3.02: Joint Participation of Each Selection Authority. Each Selection Authority shall continue to provide services, personnel and funding to allow for the staffing and operation of NATC to the satisfaction of the BOARD OF DIRECTORS.

ARTICLE IV – BOARD OF DIRECTORS

Section 4.01: Board Role and Size. The BOARD OF DIRECTORS shall consist of five (5) members, one member from each of the Key Stakeholders identified in Section 3.01 above. The member representing each Key Stakeholder shall be appointed by the Selection Authority for that Key Stakeholder as set forth in Section 4.02 below. The BOARD OF DIRECTORS is responsible for overall policy and strategic direction of the corporation.

Section 4.02: Membership and Term. Each member of the BOARD OF DIRECTORS shall be appointed by the Selection Authority of the respective Key Stakeholder as described in Section 3.01 above, and shall serve at the pleasure of the Selection Authority, unless and until that Selection Authority no longer participates in the continued provision of services, personnel and funding of NATC as indicated in Section 3.02 above. In the event that one of the Selection Authorities does not participate in the continued operation of NATC pursuant to Section 3.02 above, the BOARD OF DIRECTORS shall have power to replace, and or eliminate that Selection Authority from NATC and the BOARD OF DIRECTORS but only by a majority of the BOARD OF DIRECTORS.

Section 4.03: Powers. All corporate powers shall be exercised by or under the BOARD OF DIRECTORS and the business and affairs of the corporation shall be managed under the direction of the BOARD OF DIRECTORS which may exercise all such powers of the corporation and do all such lawful acts as necessary for the continued funding, staffing and operation of the corporation. The BOARD OF DIRECTORS shall establish policy, provide strategic direction and maintain financial approval for the program of work, as set forth in an Annual Operating Plan.

Section 4.04: Place of Meetings. The BOARD OF DIRECTORS of NATC may hold meetings, both regular and special in the state of Arizona. Such meetings shall normally occur at the Taylor Town Hall in Taylor, Arizona, unless designated otherwise by the BOARD OF DIRECTORS. Such meetings may also be held by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting pursuant to this section shall constitute presence in person at such meeting. Each member of the BOARD OF DIRECTORS may also designate one person to be present at the meetings as a proxy with voting authority.

Section 4.05: Regular Meetings. Regular meetings of the BOARD OF DIRECTORS may be held with a minimum of twenty-four (24) hours notice to all directors, either personally, by mail, by facsimile, electronic mail, or by telephone. Such regular meetings shall be held at least annually, but may be held as frequently as once a month, generally on the first Thursday of each month.

Section 4.06: Special Meetings. Special meetings of the board may be called by the Chair or the Executive Director on twenty-four (24) hours notice to all directors, either personally, by mail, by facsimile, electronic mail, or by telephone.

Section 4.07: Quorum. A quorum of the BOARD OF DIRECTORS shall consist of a majority of the directors.

Section 4.08: Waiver of Notice. Attendance by a director at a meeting shall constitute waiver of notice of such meeting, except when the person attends the meeting for purposes of objecting to the holding of the meeting or to the transaction of any business at the meeting. Any director may waive notice of any regular or special meeting of directors by executing a written notice of waiver either before or after the time of the meeting.

Section 4.09: Controversies. In the event that the BOARD OF DIRECTORS is made up of an even number of directors and in the event of a controversy arising pertaining to the affairs of the corporation, wherein the BOARD OF DIRECTORS may be evenly divided, it is agreed that if law so permits, such controversy or controversies shall be determined by a Board of Arbitration, which board shall be selected in the following manner: one side to said controversy shall select a disinterested person who shall be a person licensed to practice law in the State of Arizona to act as a member of the Board of Arbitration, and within two (2) days after the receipt in writing by the other side to said controversy of the name of the party so selected, the party so notified shall select a disinterested person who shall be a person licensed to practice law in the State of Arizona to act as a member of said Board of Arbitration, and within three (3) days after such latter selection, the two persons so chosen shall select a third member of the Board of Arbitration, who shall in like manner be a person licensed to practice law in the State of Arizona. A majority decision of the three parties so selected shall be binding upon the BOARD OF DIRECTORS of NATC. If the two parties first selected fail to agree upon a third member of the Board of Arbitration, then either side of said controversy may petition the Superior Court in the County of Navajo, State of Arizona, to appoint a third member to the Board of Arbitration.

ARTICLE V – OFFICERS, ADVISORY COUNCILS AND COMMITTEES

Section 5.01: The officers of the corporation shall be chosen by the BOARD OF DIRECTORS and shall be an Executive Director and a Secretary. The BOARD OF DIRECTORS also may choose a chairman of the board, one or more vice chairs, and one or more assistant secretaries. Any number of offices may be held by the same person, unless the articles of incorporation, these bylaws, or the laws of the State of Arizona then in effect provide otherwise.

Section 5.02: Appointment of Officers. The BOARD OF DIRECTORS at each annual meeting shall elect a chair and a secretary, each of whom shall serve at the pleasure of the BOARD OF DIRECTORS. The BOARD OF DIRECTORS at any time may appoint such other officers and agents as it shall deem necessary to hold office at the pleasure of the BOARD OF DIRECTORS and to exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 5.03: Term. The officer of the corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected by the BOARD OF DIRECTORS may be removed at any time by the BOARD OF DIRECTORS. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the BOARD OF DIRECTORS.

Section 5.04: Chair. The chairman of the BOARD OF DIRECTORS, if one shall have been appointed and be serving, shall preside at all meetings of the BOARD OF DIRECTORS and shall perform such other duties as from time to time may be assigned to him or her.

Section 5.05: Executive Director. The BOARD OF DIRECTORS may appoint an Executive Director to administer the day-to-day business of the corporation, or may appoint one of the Key Stakeholders to administer the day-to-day business of the corporation. The Executive Director or the appointed Key Stakeholder shall sign all deeds and conveyances, all contracts and agreements and all other instruments requiring execution on behalf of the corporation, and shall act as operating and directing head of the corporation, subject to policies established by the BOARD OF DIRECTORS. In case of the permanent absence or inability of the Executive Director or the appointed Key Stakeholder to act, the office of Executive Director may be declared vacant by the BOARD OF DIRECTORS and a successor Executive Director or Key Stakeholder shall be chosen by the board.

Section 5.06: Secretary. The secretary shall see that the minutes of all meetings of the BOARD OF DIRECTORS and of any standing councils or committees are kept. The secretary shall have charge of all books and records of the corporation and in general shall perform all the duties incident to the office of secretary of a corporation and such other duties as may be assigned to him or her.

Section 5.07: Advisory Council. An Advisory Council shall be appointed by the BOARD OF DIRECTORS to provide advice to the BOARD OF DIRECTORS on an as-needed basis in regard to general policy or specific programs or projects. Any Key Stakeholder and its respective Selection Authority or other person or entity having an interest in the business of the corporation may sponsor the nomination of an individual for appointment to the Advisory Council. Advisors may include, but are not limited to, education professionals, functional subject matter experts and financial managers.

Section 5.08: Other Councils and or Committees. The BOARD OF DIRECTORS may from time to time, appoint other councils and or committees as deemed necessary by the BOARD OF DIRECTORS.

ARTICLE VI – MEMBERS

The corporation shall not have members. As of the effective date of these Bylaws, the corporation has no members other than the Key Stakeholders and their respective Selection Authorities.

ARTICLE VII INDEMNITY

The Corporation shall indemnify any person against expenses, including without limitation, attorney's fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation or is or was serving at the corporation's request as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, in all circumstances in which, and to the extent that, such indemnification is specifically permitted and provided for by the laws of the State of Arizona as then in effect. Any indemnification hereunder, other than mandatory or court ordered indemnification, shall be made by the corporation only as required by laws of the State of Arizona, as required by court order, or as authorized by the board of directors by a majority of the vote of a quorum consisting of directors who were not parties to the action, suit or proceeding, or if such quorum is not obtainable, as specifically permitted and provided for by the laws of the State of Arizona as then in effect.

ARTICLE VIII CONTRACTS

Section 8.01: Authorization. The board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 8.02: Contracts with Other Corporations. No contract or other transaction between this corporation and any other corporation shall be impaired, affected or invalidated, nor shall any director be liable in any way by reason of the fact that any one or more of the directors of this corporation is or are interested in, or is a director or officer, or are directors or officers of such other corporation, provided that such facts are disclosed or made known to the board of directors of this corporation.

Section 8.03: Conflicts of Interest. Any director, personally and individually, may be a party to or may be interested in any contract or transaction of this corporation, and no director shall be liable in any way by reason of such interest, provided that the board of directors shall authorize, approve or ratify such contract or transaction by the vote (not counting the vote of any such director) of a majority of a quorum, notwithstanding the presence of any such director at the meeting at which such action is taken. Such director or directors may be counted in determining the presence of a quorum at such meeting. This section shall not be construed to impair or invalidate or in any way affect any contract or other transaction which would otherwise be valid under the law (common, statutory or otherwise) applicable thereto.

**ARTICLE IX
LOANS, CHECKS AND DEPOSITS**

Section 9.01: Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. Such authority may be general or confined to specific instances.

Section 9.02: Checks, Drafts, Etc. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officers, agent or agents of the corporation and in such manner shall from time to time be determined by resolution of the board of directors.

Section 9.03: Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the board of directors may select.

**ARTICLE X
REPEAL, ALTRATION OR ADMENDMENT**

These bylaws may be repealed, altered or amended, or substitute bylaws may be adopted, at any time only by a majority of the board of directors.

ARTICLE XI – AMENDMENTS

These Bylaws may be amended by a majority vote of the BOARD OF DIRECTORS. Proposed amendments shall be transmitted to each Board member not less than seven calendar days before the meeting at which the amendments will be considered.

PASSED AND ADOPTED by the Board of directors of the Northeast Arizona Training Center, Inc., on this ____ day of _____, 2008.

**BOARD OF DIRECTORS OF NORTHEAST
ARIZONA TRAINING CENTER, INC.**

By _____
John Cole, Chair

Human Resources UPDATE
DGB-August 21, 2012

FILLED

- 1. Library Media Technician LCC– Susan Edwards started July 1, 2012**
- 2. Secretary to the Director of Developmental Services – Valarie Brooks started July 1, 2012**
- 3. Academic Advisor WMC– Donna Krieser started July 2, 2012**
- 4. Faculty in ECD/CDA Advisor – Cotillion Sneddy started July 2, 2012**
- 5. Campus Monitor SCC– Hilary Freitas started July 9, 2012**
- 6. Clerk to the Director of Public Safety – Danneel Elkins started July 9, 2012**
- 7. Assistant to the President – Lisa Jayne started July 16, 2012**
- 8. Whiteriver Center Advisor/Library Technician - Kelley Harvey-Brannon started August 1, 2012**
- 9. Allied Health Coordinator – Karen Hanson started August 1, 2012**
- 10. Career Services Advisor—Jeremy Raisor started August 13, 2012**
- 11. Business and Industry Training Coordinator – Royce Kincannon starts August 16, 2012**
- 12. Faculty in Nurse Assistant Training – Geeia Haydukovich – starts August 20, 2012**
- 13. Faculty in Developmental Services and Education – Ruth Creek-Rhoades starts August 20, 2012**
- 14. Faculty in ECD and Education—Marina Beerli starts August 20, 2012**

OPEN

- 1. ADOC part-time Faculty – closed July 16, 2012; 3 applicants**
- 2. Faculty in Cosmetology LCC – closed July 26, 2012; 4 applicants**
- 3. Faculty in Early Childhood Development – closed August 2, 2012; 3 applicants**
- 4. Director of Human Resources – closes August 15, 2012; 20 applicants**
- 5. Small Business Analyst – closes August 15, 2012; 8 applicants**
- 6. Database Administrator – open until filled; 3 applicants**
- 7. Director of Administrative Systems Support – open until filled 7 applicants**
- 8. Faculty in Nursing - open until filled; 3 applicants**
- 9. Assistant to the Campus Manager – will be reposted in October**

Request to Confer Emeritus Status

Recommendation:

Staff recommends Ron Goulet, retired Faculty in English, be conferred emeritus recognition and status.

Summary :

Under NPC Procedure 2776 – Emeritus and Meritorious Service, the College provides meritorious service recognition to retiring staff for more than 15 years of service.

An Emeritus by definition is honorary and carries no formal authority or status for the conferee. Those receiving emeritus designation are entitled to:

1. Appropriate recognition
2. Formal listing as emeritus in the college catalog
3. A college ID card with emeritus designation
4. A standing invitation to all forums, convocations, or other college-wide functions
5. A lifetime pass to college activities, such as performing arts, etc.
6. Library services
7. Receipt of college publications
8. Eligibility to serve, by invitation, on certain advisory groups
9. Items 3, 5, and 6 are extended to spouses of emeritus faculty



Request to Confer Meritorious Service Status

Recommendation:

Staff recommends Joyce Hunt, retired Payroll Supervisor, be conferred meritorious service recognition and status.

Summary :

Under NPC Procedure 2776 – Emeritus and Meritorious Service, the College provides meritorious service recognition to retiring staff for more than 15 years of service.

Meritorious service designation by definition is honorary and carries no formal authority or status for the conferee. Those receiving meritorious service designation are entitled to:

1. Appropriate recognition
2. A college ID card with meritorious service designations
3. A standing invitation to all forums, convocations, or other college-wide functions
4. A lifetime pass to college activities, such as performing arts, etc.
5. Library services
6. Receipt of college publications
7. Eligibility to serve, by invitation, on certain advisory groups

